

SAFE TREZOR RENTAL AGREEMENT

–hereinafter referred as to: **Contract**

which was concluded between on the one hand:

MGV Magyar Gazdaság- és Vállalkozásfejlesztő Zrt. (registered office: H-1054 Budapest, Aulich út 7, tax number: 24721617-2-41, company registration number: 01-10-047880, jointly represented by: Dr Hannya Nimer, member of the Board of Directors, by power of attorney dated ... day Katalin Kottinger-Roith / birth name: Katalin Kottinger-Roith, place of birth, date: Budapest, 12 September 1975, mother's name: Magdolna Szabó, address: 2119 Pécel, Széchenyi út 11, identity card number: 684792BE, official ID number of the address: 878823LF, personal identification number: 2-750912-6870 / represented by Nikoletta Gombik, member of the Board of Directors dated by power of attorney Katalin Kottinger-Roith / birth name: Katalin Kottinger-Roith, place of birth, date: Budapest, 12 September 1975, mother's name: Magdolna Budapest, 12 September 1975, mother's name: Magdolna Szabó, address: 2119 Pécel, Széchenyi út 11, identity card number: 684792BE, official ID number of the address: 878823LF, personal identification number: 2-750912-6870 / represented by Nikoletta Gombik, member of the Board of Directors dated by power of attorney Katalin Kottinger-Roith / birth name: Katalin **MGV Zrt** **MGV Zrt.** — and

on the other hand”

... (Registered office:..., company registration number:..., tax number:..., statistical code:..., EUID:..., mobile phone number:..., email:..., represented by:... / an, date of birth:... / managing director with independent company registration rights)) - hereinafter: **: Safe Tenant or Customer–**

jointly: **Parties** —

today, in the place and under the conditions set out below:

I. Basic provisions

- I.1.** Pursuant to this Agreement, MGV Zrt. Provides a safe deposit box service to the Customer under the following conditions. This Agreement shall be construed and applied in conjunction with the “General Terms and Conditions of the Safe Service Business Unit” (hereinafter: GTC) and the “Announcement on Fees, Commissions and Conditions Related to Safe Service” (hereinafter: the Announcement) in force at any time.
- I.2** Address of the safe deposit box: **H H-1054 Budapest, Aulich u. 7.**
Number of the safe:
Type and size of the safe (width, depth, height):... (A-D)
The safe specified in this section is hereinafter referred to as the Safe.
The safe specified in this section is hereinafter referred to as: **Safe**
- I.3.** With regard to the Safe Deposit Box, the upper limit of MGV Zrt.'s liability for damages:
HUF 3,000,000, ie HUF three million.
- I.4.** The Agreement shall enter into force upon signature of this Agreement and upon identification of the Safe Tenant, upon payment of the rent, insurance premium and key deposit (“Initial Fees”) for the entire period of the Safe Deposit Box Rental.
The Contract is for a definite period,... (3-12) months, ie it speaks until the day.

The Contract is terminated in accordance with the provisions of the Contract and the GTC.

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representative:
Safe tenant

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Katalin Kottinger-Roith
represented by through authorization:
Nikoletta Gombik, Dr. Hannya Nimer
members of the Board of Directors on
behalf of MGV Zrt
represented by

I.5. The lessee of the safe deposit box is obliged to pay the rental fee, insurance fee, spring deposit and other fees in accordance with the Announcement in force at any time as consideration for the safe deposit box service.

On the date of signing this Agreement

the monthly rent:, - HUF + VAT

the monthly insurance premium:, - HUF + VAT

the bail: 40,000 HUF.

I.6. The safe deposit box operates with a two-key opening procedure. To open the Safe Deposit Box, you need the Customer Key owned by the person authorized to use the Safe Deposit Box and the Preferential Key of MGV Zrt.

The Client has the opportunity to handle the contents of the Safe Deposit Box in my safe room no more than twice a day, occasionally for 15 minutes, in accordance with the regulations of MGV Zrt. and the instructions of the clerk.

The Safe Deposit Box may be accessed only if it is authorized, identified, the Customer Key is presented and the additional conditions set forth in this Agreement are met.

I.7. It is forbidden to store things that are not allowed in the safe. The Customer is obliged to use the Safe Box as intended. The Customer is fully liable for all damages caused by him.

I.8. The Customer acknowledges that in the cases specified in this Agreement, the safe deposit box may be forced to open, the cost of which may be borne by the Customer.

I.9. Person entitled to use the safe deposit box (Persons entitled to use the safe deposit box): the natural person(s) who is entitled to manage the Safe Deposit Box (use the Customer Key, view the contents of the Safe Deposit Box, place items that can be placed in the Safe Deposit Box); and items in the Safe Deposit Box): the Customer / Safe Tenant, the person authorized to use the Safe Deposit Box and the person declared to use the Safe Deposit Box.

I.10. **The Client declares that the present Agreement, the GTC, in particular its provisions 3.2, 4.2, 4.6, 4.9, 4.10, 5-7, 9.2. and 9.3. and fully learned and understood the Announcement in advance prior to the conclusion of this Agreement, he has no further questions in relation to them, he acknowledges that they are binding on him.**

II. Subject of the Contract

II.1 Pursuant to the Contract, MGV Zrt. is obliged to provide the Customer with a safe, permanently guarded, in the room, in which the Customer places and removes his valuables, and the Customer is obliged to pay for the service.

II.2 The Safe Deposit Box may only be used for the storage of objects (things) that may not cause fire, explosion, moisture, unpleasant odor, sound, or other harmful effects on the environment or health.

The safe can only be used for its intended use, only objects (things) that are suitable for the intended use can be placed in it.

Only objects (things) that do not have a value exceeding the limit of liability for damages set out in point I.3 may be placed in the safe deposit box at a time.

In particular, the following may not be stored in the safe:

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represented by

- the possession of which is punishable, prohibited or restricted by law (eg weapons, even in possession of a valid firearms license -, ammunition, drugs, etc.);
- objects and documents derived from or related to a criminal offense
- which may damage the Safe Deposit Box, the building containing the Safe Deposit Box, and / or other things or persons;
- which may interfere with the operation and / or proper use of the building containing the Safe or the Safe;
- whose ownership or ownership is in dispute.
- which can harm health and the environment.
- flammable, explosive, radiant, flammable, corrosive substance(s), or chemical(s), other substances that may give off an unpleasant odor and / or other harmful effects on the person and the environment;
- living being, perishable;
- things that require constant maintenance, preservation, care;
- “listening in”, disturbing, damaging material (s), devices and / or sound recording devices monitoring MGV Zrt.'s electronic systems;
- things that may endanger the safety or integrity of the employees of MGV Zrt. Or the Safe Deposit Box or MGV Zrt.
- chemicals, medicines;
- substance / object liable to spontaneous combustion or to cause fire or explosion;
- something that can cause the (other) valuables in the Safe to become magnetized;
- which cannot be placed in accordance with the GTC.

II.3. This Agreement applies to the rental of a single Safe, an additional independent contract must be entered into in order to rent an additional Safe.

III. Person authorized to use the safe

III.1 The Tenant of the Safe Deposit Box is entitled to notify only one natural person at a time to operate the Safe Deposit Box (“Person authorized to use the Safe Deposit Box”). The provisions of the Contract and the GTC apply to the person authorized to use the Safe Deposit Box, provided that (i) the only right of the person authorized to use the Safe Deposit Box is to manage the Safe Deposit Box, (ii) the person authorized to use the Safe Deposit Box is not entitled to amend or terminate the Agreement. (iii) its most significant obligation is its full liability for damages.

III.2. Any person entitled to use the Safe Deposit Box is entitled to dispose of the items placed in the Safe Deposit Box, MGV Zrt. does not examine the scope of the provision, MGV Zrt. The persons entitled to use the Safe Deposit Box are obliged to agree among themselves on the use of the Safe Deposit Box and the associated Customer Key. The agreement between the persons entitled to use the Safe Deposit Box, which restricts the right of disposal of any person entitled to use the Safe Deposit Box against the other, is invalid in the direction of MGV Zrt.

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III.3. Additional provisions concerning the persons entitled to use the Safe Deposit Box are contained in the GTC.

IV. The person declared to use the safe

IV.1. The Customer acknowledges and agrees that in the case of a non-natural person Customer, the person notified by the person (s) (legal representative) authorized to represent the Customer in accordance with the legislation applicable to the Customer is entitled to use the Customer Key (“Person Notified for Safe Use”).

IV.2. A person declared to use a safe deposit box may be a person entitled to represent the Client - which can be checked in the public, public registers (register of companies, list of non-governmental organizations), regardless of whether the right of representation is independent or joint.

IV.3. The right of the person registered for the use of the Safe Deposit Box to terminate the Safe Deposit Box shall be terminated if the right of representation has expired according to the public, publicly authentic records, or the Customer shall withdraw the notification.

IV.4. The Customer Key will be handed over to the person registered for Safe Use, even if the persons authorized to use the Safe Deposit Box are notified. The Customer is obliged to fulfill the obligation to return the Customer Key primarily through the person notified for the use of the Safe Deposit Box.

IV.5. The provisions of the Contract and the GTC apply to the person declared for the use of the Safe Deposit Box, mutatis mutandis, provided that the person declared for the use of the Safe Deposit Box (in this capacity)

- • the only right to manage the Safe,
- • is not entitled to amend or terminate the Agreement, to make a legal declaration regarding the validity and scope of the Agreement,
- • its most significant obligation is full liability for damages.

IV.6. Additional provisions concerning persons declared for safe use are contained in the GTC.

V. Fees, payment terms

V.1. Pursuant to the Contract, the Customer is obliged to pay a fee in connection with the safe service, which consists of the fee rates specified in the GTC and the Announcement.

The customer expressly acknowledges that the consideration for the safe service is specified in Section I.3. in view of the amount of the liability limit value set out in point 1, it is in line with the limitation of liability for damages assumed by MGV Zrt.

V.2. The Customer is obliged to ensure that the payment obligation is fulfilled by the due date. The Customer acknowledges that he is not entitled to manage the Safe Deposit Box rented in the Contract if **he is in arrears with his payment obligation.**

V.3. The parties agree that if the Customer is in arrears of payment, MGV Zrt. (Without opening the safe deposit box) will have a legal lien on the objects and things placed there to cover its overdue claim, to the **extent and to the extent thereof.**

V.4. The rental fee and the insurance premium are to be paid in advance, in a monthly amount, taking into account the period chosen by the Tenant. The rental and insurance fees are set out in Section I.4 of this contract. The Lessee is obliged to pay for the period specified in point 1 on the calendar day corresponding to the day of concluding the contract.

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- V.5. The date of fulfillment of the Customer's payment obligations is the day when the due rent is credited to the payment account of MGV Zrt., OTP Bank Plc : 11718000-22390110. The Client is obliged to indicate the number (.....) Of this contract in the notice section for identification purposes.
- V.6. The payment obligation is considered fulfilled when the paid amount is credited to the account of MGV Zrt.
- V.7. In the event of late payment, the Customer is obliged to fulfill his payment obligation together with the late payment interest specified in the Announcement.
- V.8. MGV Zrt. Is entitled to satisfy its claims related to the forced opening, replacement of locks and the restoration of locks from the bail. The deposit must be paid at the time of concluding the contract. In the case of the use of the bankruptcy deposit, even in part, it must be reimbursed by the Customer within 5 days of the notification of the use.
- V.9. The Client shall pay a fee for the amendment of the contract initiated by the Client or necessary in the Client's area of interest at the same time as signing the amendment to the contract.
- V.10. If the items placed in the Safe Deposit Box are placed in the custody of MGV Zrt., Even partially, the Customer is obliged to pay a custody fee.
- In the cases specified in the GTC, the Client is obliged to pay a forced opening fee.
- V.11. Additional fees or the detailed rules and amount of each fee are included in the GTC and the Announcement.

VI. Amendment and termination of the contract

- VI.1. The Contract and the terms and conditions of the contract may be amended as set out in the GTC. There is a fee specified in the Announcement for the amendment of the Contract initiated by the Customer.
- VI.2. The cases of termination and cancellation of the Contract are included in the GTC.
- The Parties have the right to terminate the Agreement jointly at any time in writing. The Contract may be terminated unilaterally only in the cases and in the manner specified in the GTC.
- VI.3. The Contract shall terminate on the last day of the fixed term. **However, if neither the Safe Tenant nor MGV Kft. notifies the other party in a written notice sent by post at least 15 days before the last day of the specified period that it does not wish to extend the Agreement, the Agreement shall be extended without any further legal notice, with reasonable application of unchanged terms for as long as either of the parties fails to comply with the above indication or the Contract is terminated for any other reason.** The condition for the extension of the contract as above is that the initial fees must be paid to MGV Zrt. within 8 working days after the last day of the previous fixed period, failing which the Contract shall be deemed terminated on the last day of the fixed period.
- In the event of an extension of the duration of the Contract as described above, the Customer shall not be obliged to pay a contract amendment fee.
- VI.4. The Customer is obliged to empty the contents of the Safe Deposit Box within 8 working days following the date of termination of the Contract, return the Customer Key to MGV Zrt. and pay all debts related to the legal relationship to MGV Zrt.
- In the event of termination of the Contract, the Customer is obliged to act in accordance with the provisions of the GTC.

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VII. Access

VII.1. The persons entitled to use the Safe Deposit Box (the natural person Safe Tenant, the person authorized to use the Safe Deposit Box and the person declared to use the Safe Deposit Box) are entitled to access the Safe Deposit Box.

The person entitled to use the Safe Deposit Box is entitled to dispose of and access the Safe Deposit Box after the entry into force of the Agreement, the payment of the initial fees, the preliminary identification and registration, and the receipt of the Customer Key.

VII.2. The Customer Key is the property of MGV Zrt., The Customer is only entitled to own and use it in accordance with the legal relationship, he is obliged to keep it, he cannot make a copy of it, and he is obliged to return it upon termination of the Contract.

A Safe deposit box has a Customer key. In case of loss or damage of the Customer Key, a spare key is not available, in which case the rules of forced opening must be followed.

VII.3. The safe can be accessed if the following conjunctive conditions are met:

- a) (a) proof of the right of access to the safe;
- b) (b) a positive identification result;
- c) c) presentation and use of an intact, original Customer Key;
- d) d) entering the number of the safe;
- e) **e) the Customer has fulfilled its payment obligations that have become due.**

VII.4. The Customer is not entitled to sublet the Safe Deposit Box, transfer its rental right, or transfer its use and handling to an unauthorized third party.

VII.5. MGV Zrt. Ensures the access to the safe room and the handling of the safe deposit box during the opening hours of the branch.

VII.6. The person entitled to access is obliged to comply with the rules for the use of the account in the branch, and is only entitled to act during the access to the Safe Deposit Box in accordance with the provisions of the safe service administrator of MGV Zrt. The branch can only be used on the route specified by MGV Zrt., in compliance with safety regulations. It is forbidden for the Customer to record a photo or video in the account.

For security reasons, only one Safe deposit box can be operated at a time in a safe room, so there is a waiting time.

VIII. Responsibility

VIII.1. The parties agree to limit the liability of MGV Zrt., except for the intentional damage, to the amount specified in point I.3.

The liability of MGV Zrt. is also limited as defined in the GTC.

The Client declares that he understands and accepts clause 6 of the GTC, especially sub-clauses 6.2, 6.9 and 6.12 thereof.

A maximum of one year from the occurrence of the damage is available for the non-natural person to enforce the Customer's claim for damages, failure to meet this deadline is void. Natural person Customers can assert their claims during the general limitation period.

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The Client expressly acknowledges that the consideration for the safe deposit box service has been determined in view of the limited liability of MGV Zrt.

VIII.2. The Customer is obliged to report the damage immediately and to take all measures that are generally expected to prevent and mitigate the damage. The consequences of failure to comply with this obligation (late fulfillment) shall be borne by the Customer.

VIII.3. The Client and all persons entitled to use the Safe Deposit Box are jointly and severally liable to MGV Zrt.

IX. FORCED OPENING

IX.1 The Client acknowledges that in the cases specified in the GTC the Safe Deposit Box will be forced to open,

- which may take place in the absence of the Client in a specific case;
- the cost of which the Customer is obliged to pay in advance or to bear afterwards.

IX.2. MGV Zrt. keeps the items not taken away by the Customer or the authority during the forced opening. There is a fee for custody specified in the Announcement.

The customer already consents to the destruction or sale of the items not taken away by MGV Zrt. in accordance with the GTC.

X.keeping contact

X.1. Customer is committed regarding its contact details

- available on them (receives e-mails; receives postal items);
- notify MGV Zrt. In writing of their change within 1 working day after the change.

X.2. The Parties agree that, with respect to Clause XI.1, postal letters and emails sent to the Customer as defined in the GTC shall be deemed to have been delivered in accordance with the GTC even if they were not otherwise known to the Customer.

X.3. The Client undertakes to immediately inform MGV Zrt. In writing of all facts relevant to the performance of the Contract.

X.4. Notifications under this Agreement shall be sent by the Parties to each other at the following address:

For MGV Zrt.:

Address: H-1054 Budapest, Aulich utca 7.

Contact person:

Phone: 06-1-301-0777

Telefax: +36-1-301-0776

Email: info@mgv.hu

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representative:
Safe tenant

For the Client:

Address:

Contact person:

phone number: +36.....

Telefax:

E-mail:

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XI. Mixed order

- XI.1. The Customer undertakes to use the Safe Deposit Box for its intended purpose, to comply with the provisions of the Contract and the GTC, and to pay the fees and costs in accordance with the relevant Announcement.
- XI.2. By signing this Agreement, the Customer agrees to the storage of the personal identification data notified to MGV for the purpose of using the safe deposit box, until the existence of this Agreement and the settlement by the Parties after the termination of the Agreement.
- XI.3. The parties mutually and unanimously agree that the limitation period of any claim of MGV Zrt. Arising from this contract - the Civil Code, in addition to the relevant provisions of this Agreement, a written notice of performance of the claim, the amendment of the claim by agreement, including the settlement, the inclusion of an enforcement clause in the case of a notarial deed, the enforcement of the claim in court or any enforcement action shall terminate it.
- XI.4. The Customer declares that it has received, learned and accepted the information related to the handling of complaints and data protection in advance.

The Client expressly acknowledges that he / she has read and considered the provisions of the GTC in advance.

- XI.5. Customer acknowledges that it has received a copy of the Agreement and its annexes:

- 1 pc GTC
- 1 Announcement
- 1 Customer key handover protocol

- XI.6. In matters not regulated in this Agreement, the provisions of the GTC, the Announcement and the Hungarian legislation in force shall prevail.

The Parties declare that this Agreement and its Annexes have been signed after reading and common interpretation.

Budapest, yearmonthday

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Represented by Katalin Kottinger-Roith represented by through authorization:
Dr. Hannya Nimer and Gombik Nikoletta
members of the Board of Directors on behalf of MGV Zrt

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represented by:
Safe Tenant

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representative:
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