

BKK ikt. szám:

**MIXED FRAMEWORK CONTRACT FOR ADVISORY WORKS AND SERVICES
concluded between**

**BKK CENTRE FOR
BUDAPEST TRANSPORT**

and

Rebel Payments, Mobility & Insights NL B.V.

In the subject of

Advisory works for the e-ticketing system

2025.

MIXED FRAMEWORK CONTRACT FOR ADVISORY WORKS AND SERVICES

(hereinafter referred to as: **"Contract"**) which is concluded on one hand by

BKK CENTRE FOR BUDAPEST TRANSPORT

registered seat: 1075 Budapest, Rumbach Sebestyén u. 19-21.

company registration number: Cg. 01-10-046840

VAT number: 23028966-4-44

VAT group identification number: 17781372-5-44

as the Customer (hereinafter referred to as the **"Customer or BKK"**)

on the other hand by

Rebel Payments, Mobility & Insights NL B.V.

registered seat: Wijnhaven 23, 3011 WH, Rotterdam, Netherlands

company registration number: 64761967

VAT number: NL 8558.24.918 B01

as the Supplier (hereinafter referred to as: **"Supplier"**)

the Supplier and the Customer (hereinafter collectively referred to as the **"Parties"** and individually as the **"Party"**), at the undersigned place and time, as follows.

1. PRELIMINARIES OF THE CONTRACT

- 1.1. As part of its core business, the Customer plans such a payment and validation method that serves **Budapest's public transport in a more efficient, economically and environmentally sustainable way**, in line with customer expectations and usage patterns. BKK intends to phase in the so-called EMV-based e-ticketing system for Budapest in the framework of a public procurement, for the planning of whose procurement, implementation and operation BKK intends to use consultancy support. The goal of this Contract for BKK is to realize, by managing the resources effectively, a successful e-ticketing system successfully, which is viable in the long term, adjusted to travel habits and customer expectations.
- 1.2. The Parties declare that, considering Point 1.1, the Customer, as the contracting authority, enters into this **Framework Service Contract (hereinafter referred to as: "Contract") with the Supplier as a result of the procurement procedure conducted on the subject of "Advisory support for the establishment, procurement and operation of the e-ticketing system"**.
- 1.3. This Contract has been concluded based on the Technical Specification attached as Annex 1 (hereinafter referred to as the **"Technical Specification"**) and the Supplier's professional proposal and price offer attached as Annex 2 (hereinafter referred to as the **"Supplier's Proposal"**).
- 1.4. In accordance with Act V. of 2013, Sections 6:87 (1) - (2) of the Hungarian Civil Code (hereinafter referred to as the **"Civil Code"**), the Parties expressly stipulate that the Contract contains all the terms of agreement between the Parties, and any prior agreements not included in the Contract

shall cease to have effect. The Parties' previous statements may be taken into account when interpreting the Contract.

2. SUBJECT OF THE CONTRACT

- 2.1. The Customer commissions, and the Supplier undertakes to provide expert services for the advisory support to be given for the establishment, procurement and operation of the e-ticketing system (hereinafter referred to as: **"e-ticketing support"**), in accordance with the Technical Specification. The Supplier's obligation is to perform the tasks specified under this point and detailed in the Technical Specification and to prepare related documents (hereinafter referred to as the **"Tasks"**) in accordance with the conditions set forth in this Contract and the Technical Specification, following the Customer's instructions, with the expected high level of expertise and care.

The Supplier's Tasks are the following, with the detailed description specified in the Technical Specification:

- 2.1.1. **Finalization of the technical specification of the e-ticketing system along with the business and technical requirements specified in the Technical Specification.**
 - 2.1.2. **Management-based support for development of the procurement strategy**
 - 2.1.3. **Preliminary planning of the service's implementation and operational model before the project realization;**
 - 2.1.4. **General tasks** (Participation in negotiations to be held with key stakeholders, actors and suppliers, supporting BKK, compiling presentations and preparatory materials)
- 2.2. Supplier shall be obliged to transfer the documents specified in Point 6 of the Technical Specification (hereinafter referred to as: **"Documents"**) to the Customer.
- 2.3. The language of the public procurement to be carried out by BKK is Hungarian, hence the Supplier shall receive certain or complete part of the documentations in Hungarian whose translation shall be ensured by the Supplier. A separate fee shall not be claimed for the translation, as it is part of the consulting fee.
- 2.4. This Contract does not represent an exclusive assignment.
- 2.5. The Supplier shall perform their tasks on an hourly rate, according to the Customer's instructions.
- 2.6. By signing this Contract, the Supplier accepts the assignment.

3. TEMPORAL VALIDITY AND PERFORMANCE OF THE CONTRACT

- 3.1. The Parties confirm that the Contract is **valid for a definite period of time from the date of signing by the Parties until 30 April 2025**, with the provision that if the framework amount specified under Section 4.1 is exhausted, the Contract shall automatically terminate without any further legal action.
- 3.2. The Supplier is obliged to complete hourly rate tasks specified in the Technical Specification within the deadline specified in the ad hoc assignments given by the Customer. The rules for ad hoc assignments are outlined in Section 5 of this Contract.
- 3.3. The Supplier is obligated to perform the assignment with the utmost care and expertise in accordance with applicable laws and regulations. The Supplier guarantees and takes responsibility

for the contractual performance of the obligations in this Contract, as well as the suitability and quality of the solutions and procedures employed.

- 3.4. Upon the entry into force of the Contract, the Customer shall provide the Supplier with all available information necessary for the commencement of performance. The Parties are obliged to promptly communicate and coordinate their consultation requests with each other, and to share all information necessary for the performance of the Contract that arises during its execution.
- 3.5. If the Supplier requires information from the Customer to meet the deadline for task completion, and the Customer provides the information belatedly, the Supplier shall not be held responsible for such delay.
- 3.6. If it becomes unforeseeable that the deadlines for performing ad hoc assignments cannot be met due to circumstances beyond the Supplier's control, the Supplier must immediately notify the obstacle. The Parties are obliged to do everything in their power to remove the obstacle, or if, based on the Parties' consideration, it is not possible, they may jointly terminate the Contract.
- 3.7. **Place of performance:** The Supplier must carry out their tasks through the electronic platform provided by the Customer, with access provided. If the Customer requires personal consultation or presence at the Customer's location for a given task, the Supplier is obliged to fulfil this obligation at a mutually agreed-upon time and at their own expense.
- 3.8. The Supplier may only perform the tasks personally through the expert(s) specified in their proposal.
- 3.9. The Customer may accept partial performance for the tasks.
- 3.10. The Customer is responsible for monitoring and verifying the fulfilment status of the Framework Amount. If the expected value of a specific assignment exceeds the Framework Amount, no further ad hoc assignments can be issued in that case.

4. FRAMEWORK AMOUNT, CONSULTING FEE, PAYMENT TERMS

- 4.1. The Contract's Framework Amount is **net HUF 30.000.000**; that is **net HUF thirty million hungarian forint** (hereinafter referred to as: **Framework Amount**)
- 4.2. The Supplier is entitled to the consulting fee in the amount of **that is net one hundred and seventy EUR/hour** if the tasks are carried out in accordance with the Contract, the Customer's instructions, and verified by the Customer:
- 4.3. Parties hereby agree that the Customer provides Ad Hoc Assignment concerning the Task **specified in the Technical Specification (hereinafter referred to as: "Ad Hoc Assignment")** to the Supplier, in which case, the Supplier carries out consultancy activities **on an hourly basis**. In relation to the Task that is part of the Ad Hoc Assignment, the Supplier shall determine the Consulting fee (hereinafter referred to as: "**Consulting fee**"), by multiplying the number of completed hours by the hour fee laid down in Point 4.2.
- 4.4. The Supplier is obliged to submit a **task-performance statement** to the Customer for the work performed under the ad hoc assignment, which shall include a detailed description of the tasks performed and the time spent (with the smallest billable time unit being 0.25 hours, i.e., 15

minutes) in a breakdown. The performance statement forms the basis of the Confirmation of Task Performance. The Supplier must provide the performance statement to the Customer within three (3) days of completing the respective Ad Hoc Assignment.

- 4.5. Upon the proper performance of the Contractual Tasks, the Customer shall issue a Confirmation of Task Performance (hereinafter referred to as the "**Confirmation of Task Performance**") within six (6) days from the completion of the performance. The Supplier is required to continuously document all work performed (phone, email, personal meetings, etc.), their timing, duration, and documents produced during the work along with a summary. This documentation must be submitted to the Customer in tabular form within one (1) business day upon the Customer's request.
- 4.6. The Supplier shall issue an invoice, complying with the Hungarian legal regulations in effect for the completed tasks within eight (8) days from the Confirmation of Task Performance and send one (1) original copy to the Customer. The date of completion shall be indicated on the invoice, in accordance with the provisions of the actual VAT Act. The invoice must also indicate the legal basis of the performance, the registration number assigned to the Contract by the Customer, and the Customer's VAT group identification number. The invoice must be accompanied by the Confirmation of Task Performance signed by the Parties.
Failure to comply with any point in this paragraph, will result in automatic rejection and return of the invoice, in accordance with the provisions of Section 4.13 of the Contract.
The Supplier may only submit the invoice by postal mail or as an electronic invoice; by postal mail to the address 1075 Budapest, Rumbach Sebestyén u. 19–21. or to the e-mail address:
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- 4.7. In exchange for the submitted invoice(s) as per this section of the Contract, the Customer shall pay the Consulting Fee for the respective task as per Sections 6:130 (1)-(2) of the Civil Code to the Supplier's bank account held at _____ within thirty (30) days from the confirmed receipt of the invoice. The Supplier is required to immediately inform the Customer of any changes to their bank account number.
- 4.8. Payment of the consulting fee shall be deemed fulfilled when it is credited to the Supplier's bank account.
- 4.9. In the event of a delay in payment, the Supplier may charge late payment interest as per Section 6:155 (1) of the Civil Code.
- 4.10. The Parties agree that the Consulting Fee includes all costs, fees, expenses, and other expenditures related to the contractual performance, and no additional costs or expenses can be claimed for any reason. The Supplier shall not increase the Consulting Fee under any circumstances during the term of the Contract.
- 4.11. The Supplier shall not request any advance payment during the performance of the Contract, and the Customer shall not provide any advance payment.
- 4.12. The Parties agree that the given prices, invoicing, and settlement of invoices shall be in EUR. The prices and invoice amounts are determined by the Bank of Hungary (MNB) at the exchange rate prevailing at the time of the provision of the Service. The HUF values determined on the basis of the exchange rate specified in this clause shall be the basis of settlement in respect of the exhaustion of the Framework Amount.

- 4.13. If the Customer raises objections regarding the submitted invoice, the Customer shall immediately return the contested invoice to the Supplier with a statement of the errors and notify the Supplier to rectify the errors or deficiencies within a maximum of four (4) days. The starting day of the payment deadline is the day on which the invoice and all its attachments are fully, completely, and error-free handed over to the Customer.
- 4.14. The Supplier acknowledges that the Customer is entitled to offset the amounts of late penalty and penalty for faulty performance against the Supplier's fee, on the basis of Paragraph 6:49 of the Civic Code. The Parties agree that the payment of the default penalty, if applicable, shall be due within eight (8) business days from the receipt of the written notification from the Customer. The Supplier may transfer its claim against the Customer under the Contract to a third party only with the prior written notice to the Customer (**Assignment**).

5. AD HOC ASSIGNMENT

- 5.1. The Supplier also acknowledges that, if at the end or termination of the Contract, the compensation for the ordered tasks does not reach the Framework Amount, any revenue loss arising from the non-fulfilment of the Contract shall be a risk borne by the Supplier. The Supplier declares that, during the procurement procedure preceding the conclusion of this Contract, it submitted its offer and determined its content with knowledge of the Supplier's risk specified in this section. The Supplier also declares that, except in the case of a breach of the Contract, it waives any claims for damages or other compensation against the Customer due to revenue loss resulting from the non-fulfilment of the Contract, and irrevocably renounces such claims upon signing the Contract.
- 5.2. The Parties agree that the Supplier's activities are carried out based on ad hoc assignments. The Customer is entitled to issue ad hoc assignments to the Supplier by means of a unilateral declaration in accordance with the individual order template attached as **Annex 3** to this Framework Contract. The Parties agree that the Customer will send the Ad Hoc Assignment to the Supplier's designated contact person as specified in this Framework Contract via e-mail.
- 5.3. The Supplier is required to confirm the receipt of the Ad Hoc Assignment within one (1) business day by electronic mail, signed and scanned in PDF format, to the Customer's contact person. If the Supplier fails to meet this confirmation obligation on time, the Customer shall be entitled to charge a penalty for late performance in accordance with the provisions of Section 7.2 of the Framework Contract.
- 5.4. After confirming receipt of the Ad Hoc Assignment as per this Framework Contract, the Supplier is required to commence the performance in accordance with the terms set forth in the Ad Hoc Assignment. If the Supplier is unable to perform in accordance with the conditions specified in the Ad Hoc Assignment, or with conditions different from those specified therein, the Supplier is obliged to immediately, but no later than within one (1) business day, notify the Customer electronically (via email).
- 5.5. If the Supplier is capable of performing the Ad Hoc Assignment with conditions different from those in the Customer's order, and notifies the Customer as stated above, the Customer is required to confirm, electronically, immediately, but no later than within one (1) business day, whether it accepts the order with the different parameters, or if it is not suitable, the Parties are immediately obligated to conduct negotiations with each other, either verbally or electronically, to reach a compromise solution.

- 5.6. Failure to issue Confirmation or to provide information on non-acceptance of the Ad Hoc Assignment as stated in this section shall be deemed a serious breach of the Contract.
- 5.7. The signing of the Ad Hoc Assignment is the responsibility of the representatives of the Customer with corporate signing authority.
- 5.8. The Supplier is obliged to perform the Tasks in accordance with the Technical Specification and the terms specified in the respective Ad Hoc Assignment.
- 5.9. The Supplier guarantees and assumes responsibility for the contractual performance of its obligations under this Contract, as well as for the suitability and quality of the solutions and procedures applied.
- 5.10. The Supplier cannot perform tasks that are not specified in the Contract, nor can it perform tasks at a unit price different from that specified.
- 5.11. Acceptance of the task performance does not waive the Customer's right to assert its claims in case of a breach of the Contract by the Supplier.

6. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 6.1. The Supplier is obliged to perform the Tasks detailed in the Contract and the Technical Specification with the utmost care and expertise, in compliance with the prevailing legal regulations and in accordance with the requirements defined by the Customer.
- 6.2. The Customer is obligated to provide all relevant information and available documents necessary for the performance of the Tasks to the Supplier to facilitate the proper fulfilment of the Contract.
- 6.3. The Customer is obligated to:
 - a) a) Define and communicate the Customer's requirements and conditions in advance and make them known to the Supplier.
 - b) b) Provide all necessary information to the Supplier for the performance of its duties.
 - c) c) Ensure that the Supplier can fulfil the assignment without hindrance, in accordance with legal requirements.
 - d) d) Provide instructions to the Supplier through its designated contact person. The Customer's instruction authority is limited solely to tasks related to the cooperation.
- 6.4. The Supplier is obliged to:
 - a) a) Declare that it possesses all necessary regulatory permits, equipment, and professional experience required for carrying out its activities.
 - b) b) Ensure that it complies with the applicable legal regulations, authorities' and other requirements, as well as ethical norms, related to its activities and performance.
 - c) c) Fulfil the assignment according to the Customer's instructions and in the interest of the Customer. The Parties agree that the Supplier will consider the Customer's suggestions, requests, and comments, and act accordingly during its activities.
- 6.5. If the Customer provides imprudent or unprofessional instructions, the Supplier is obligated to warn the Customer. If, despite the warning, the Customer insists on maintaining the instructions, the Supplier may withdraw from the Contract, terminate the Contract, or carry out the assignment

according to the Customer's instructions, at the risk of the Customer. The Supplier must refuse to execute the instruction if its implementation would violate laws or regulations or jeopardise the safety or property of others.

- 6.6. The Supplier warrants that it will perform the Tasks specified in the Contract in accordance with legal requirements, with the utmost care, and in full compliance with professional standards. The Supplier is liable according to the rules of civil law in case of violation of professional standards or obligations of diligence.
- 6.7. If, in the performance of Tasks issued by the Customer within the framework of the Contract, the Supplier requires information from the Customer to meet a deadline, and the Customer provides this information belatedly in a verifiable manner, the Supplier shall not be responsible for such delay.
- 6.8. If in the framework of the Contract, it becomes unforeseeable that the deadlines undertaken by the Supplier for performing the Tasks assigned by the Customer cannot be met due to circumstances beyond the Supplier's control, the Supplier must immediately notify the obstacle.
- 6.9. In the course of performing the Contract, the Supplier is obligated to act in accordance with the Customer's instructions, while observing the provisions of Section 6:273 of the Civil Code. However, these instructions shall not extend to the organisation of work, nor make the performance more burdensome, and shall not exceed the subject and quantity of the Task.

7. LIABILITY FOR BREACH OF CONTRACT

- 7.1. The Parties agree that in the event of faulty performance for which the Supplier is responsible, the Supplier shall be liable for penalty and damages. If the Supplier fails to perform any of the Tasks specified in the Contract in a non-conforming (i.e., faulty) manner - and if the Customer does not assert its warranty rights - the Supplier is obligated to pay a **penalty for faulty performance** in the amount equivalent to **20% of the net Supplier's fee** for the respective Task, and the Customer may also claim damages exceeding the penalty. In the case of two instances of faulty performance by the Supplier, the Customer is entitled to terminate the Contract with immediate effect by means of a unilateral written statement and demand the cancellation penalty as specified in Section 7.3, with the termination not affecting the Supplier's obligation to pay penalties and damages.
- 7.2. If the Supplier, for any reason for which it is responsible, fails to fulfil any obligation specified in the Contract within the agreed deadlines, or incurs delays in the performance of its duties, the Customer is entitled to claim a **late penalty**, and the Customer may also claim damages exceeding the penalty. The Supplier shall pay a late penalty amounting to **2% of the net Supplier's fee** for the respective Task for each **day** of delay in its performance, starting from the day after the commencement of the delay. The amount of the late penalty shall not exceed 20% of the net Supplier's fee for the respective Task. In the event of a delay exceeding ten (10) days, the Customer is entitled to terminate the Contract with immediate effect - without any obligation to provide compensation - and, at the same time, demand the cancellation penalty as specified in Section 7.3.
- 7.3. If the Supplier is delayed for more than ten (10) days, or in the event of two instances of faulty performance as stipulated in Section 7.1, the Customer is entitled to withdraw from the Contract - without any obligation to provide compensation - in which case the Supplier is obligated to pay a **cancellation penalty** equivalent to **30%** of the full net **Framework Amount** as specified in Section

- 4.1. In this case, the imposition of penalties for faulty performance and delay is not possible. If the Contract is terminated prematurely due to the Customer's extraordinary termination or for any other reason for which the Supplier is responsible before the expiration of the fixed term, the Supplier is similarly obligated to pay the cancellation penalty. Extraordinary termination does not affect the Supplier's obligation to pay penalties and damages.
- 7.4. The Customer may exercise its right of withdrawal or extraordinary termination by means of a written statement addressed to the Supplier. Withdrawal or extraordinary termination does not affect the Supplier's obligation to pay penalties and damages.
- 7.5. The assertion of penalty claims does not exclude the possibility of asserting other claims arising from a breach of contract.
- 7.6. The Supplier is fully responsible for any damage caused to the Customer, whether by the Supplier's own actions, those of their employees, or any other breach of contract, in connection with the performance of the Contract. The amount of compensation for damages, however, shall not exceed ten times the Supplier's fee.
- 7.7. The Customer is entitled to offset the amounts of late penalty and penalty for faulty performance against the Supplier's fee, following prior notice.
- 7.8. The Parties agree that the payment of any penalty that may arise is due within eight (8) business days after receipt of written notice.
- 7.9. The Supplier may only assign its claims arising from the Contract to a third party with the prior written consent of the Customer (hereinafter, "**Assignment**").

8. CONFIDENTIALITY

- 8.1. The Parties acknowledge and agree that the provisions of Act CXII of 2011 on Informational Self-Determination and Freedom of Information (Privacy Act) shall apply in connection with this Contract, and the processing of data by the Customer shall be subject to the provisions of this law. The Supplier shall treat this Agreement and any information learned in the course of its performance or related thereto as business secrets (hereinafter referred to as "**Secrets**") and may use them exclusively for the purpose of performing the Contract, and shall not disclose them to unauthorised persons. Accordingly, the Supplier shall not engage in any communication activities regarding this Contract, plans, documents, and Secrets related to it.
- 8.2. The Parties agree that the Supplier and the Customer shall strictly keep all Secrets confidential and shall not disclose, provide, or make them accessible to any unauthorised person, either during the term of this Contract or thereafter, without the prior written consent of the other Party.
- 8.3. The Supplier and the Customer shall, within the scope permitted by legal regulations, ensure that all persons under their legal relationship also treat Secrets as business secrets, both during the term of the Contract and thereafter.
- 8.4. In the event of termination of the Contract for any reason, the obligation of confidentiality shall continue to apply indefinitely from the last day of the legal relationship.
- 8.5. The disclosure, enforcement, and monitoring of compliance with the obligations set forth in this section by employees of the Supplier, subcontractors, and other third parties engaged by the

Supplier shall be the responsibility and liability of the Supplier. Costs necessary to remedy and eliminate disadvantages resulting from unauthorised disclosure shall be borne by the Supplier, except if it proves that it did not commit a breach of contract or violation of the law regarding the preservation and maintenance of the Secret.

9. COOPERATION OBLIGATIONS, CONTACT

- 9.1. The Parties jointly declare that they are obliged to promptly inform each other about important and significant events and decisions in the performance of the tasks subject to the assignment.
- 9.2. The Parties agree that they primarily communicate in writing (e.g., email, letter) during the performance of the Contract. This obligation is particularly applicable to the communication of proposals prepared by the Supplier, questions requiring the Customer's decision, their professional preparation, and communication regarding the obligation to provide information. If, due to the urgency of the decision, the presence of persons or other important circumstances, written communication is not possible, not expedient, or not cost-effective, verbal communication is also valid. In such cases, verbal communication shall be immediately recorded in writing, especially when it concerns decisions, actions, or obligations affecting the Parties' rights and obligations in a material way.
- 9.3. The Supplier undertakes specifically to not disclose to third parties, including but not limited to the press, media, any news organisations, or individuals, the Agreement, and any information learned in the course of its performance or related thereto, without the prior written consent of the Customer. Before making any disclosure, the Supplier shall notify the Customer in writing in full scope, form, and content, and shall comply with the obligation of non-communication until written consent from the Customer is obtained. The Customer has the right to refuse its consent to the disclosure without justification.

The breach of the Supplier's obligations as specified in this section constitutes a serious breach of the Contract.

- 9.4. The Parties agree to enhance cooperation in the performance of the Contract, and for this purpose, they mutually designate persons who will maintain continuous contact with each other.
- 9.5. The Parties agree to designate the following individuals as contacts during the term of the Contract:

Contact Person for the Customer in connection with this contractual relationship:

Name:
phone:
e-mail:

Contact Person for the Supplier in connection with this contractual relationship:

Name:
Phone:
E-mail:

The Parties undertake to promptly inform each other if there is a change in the contact persons.

10. GENERAL DATA PROTECTION/ DATA PROCESSING REGULATIONS

- 10.1. Parties hereby declare and acknowledge that provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as: **"GDPR"**) **are applicable in connection with processing of contact data, whose detailed rules are laid down by the Parties' data protection information and regulations.**
- 10.2 The Parties shall process the name, email address, and telephone number of the contact persons specified in the Contract solely for the purpose of maintaining contact related to the Contract, taking the necessary steps to perform or to conclude the Contract.
- 10.3. The legal basis for providing the contact data to each other is the obligation of the Party specifying the contact person in its relationship with the other Party. By signing this Contract, the Parties declare that they have the necessary legal basis for the provision of data. The Parties shall notify each other without delay of any changes in the data as part of their obligation to inform each other.
- 10.4 The Supplier declares that it has read and understood the Privacy Policy to be found on the website of BKK Zrt. (<https://bkk.hu>), the information contained in the data processing privacy on **the handling of the personal data of natural persons designated in BKK's contracts and other documents and also natural persons as contact persons on behalf of its other partners and it will familiarise itself with it and the provisions of this Contract and it will also inform the employees acting in the course of the conclusion and performance of this Contract, as well as other persons acting in their interest and activity in connection with the Contract.**
- 10.5. **The Customer's own data processing and data protection regulation is available at its website** (<https://bkk.hu/jogi-tudnivalok/adatvedelem><https://bkk.hu/en/legal-information/privacy-policy/>)
- 10.6. **The Supplier's data protection policy is available in a document format at the same time as signing the Contract.**
- 10.7. Parties are obliged to carry out data processing activities the way that by taking technical or organisational measures, the proper safety of personal data could be ensured, with the inclusion **of the protection against data's unauthorised or unlawful processing, accidental loss, destruction or damage.**

11. COPYRIGHT PROVISIONS

- 11.1. The unrestricted usage rights to any document prepared during the performance of the Agreement, all transferable property and non-property rights, shall transfer to the Customer upon receipt by the Customer and payment of the respective Commission Fee, except in cases where the Commission Fee is not paid in part or in full due to the Supplier's breach.
- 11.2. The Customer acquires an indefinite, worldwide, exclusive, and transferable right to use and a right to use, implement, modify, have modified, reproduce, disclose to a third party, make public,

grant permission for the use by others, or transfer the right of use to others for the entire document, or part thereof, produced during the Contract.

12. FORCE MAJEURE

- 12.1. The Parties shall be relieved of the consequences of breach of contract if the proper performance of the contract is hindered by an event or action beyond their control, unforeseeable in advance, and unavoidable, whether physically or otherwise (hereinafter referred to as "Force Majeure"), explicitly for the period when the Force Majeure occurs. The Parties consider such Force Majeure events to include natural and other disasters (e.g., lightning strike, earthquake, flood, fire, explosion, epidemic), war or other conflicts (riot, insurrection, disturbances, revolution, coup, civil war, terrorist acts, embargoes, etc.). Parties confirm that they do not consider the COVID-19 pandemic, the Russian- Ukrainian war, their impacts, consequences and relating authority or other state measures a Force Majeure event.
- 12.2. The Party referring to Force Majeure shall bear the burden of proving that the consequences of Force Majeure, which affected proper performance, could not have been prevented even with reasonable care and effort.
- 12.3. The Parties agree that in the event of Force Majeure, the Service provider claiming exemption from the consequences of breach of contract must provide credible proof and objective substantiation of the Force Majeure event and its causal connection to the non-performance of the contract, considering the provisions related to Force Majeure.
- 12.4. The Party unable to perform due to the impediment shall immediately notify the other Party in writing of the situation and the cause of the situation. Unless otherwise instructed in writing by the other Party, the Party shall continue to perform its contractual obligations not affected by Force Majeure to the extent that such performance is possible under the conditions of Force Majeure, and shall use all available means unaffected by Force Majeure to fulfil the obligations of cooperation under the contract. When the reason for exemption ceases to exist, both Parties shall immediately notify each other of this fact in writing and, if possible, inform each other of the measures to be taken due to the delayed actions resulting from the special circumstances of the reason for exemption.
- 12.5. **The Parties agree that, with regard to this contract's Force Majeure, they consider a pandemic to be a health situation, in compliance with Decree 18/1998. (VI. 3.) NM on epidemiological measures necessary to prevent infectious diseases and epidemics that occurs after the entry into force of the Contract, for which the Government, local authorities, or any competent authority establish the occurrence of a pandemic and introduce measures affecting the performance of this Contract after the signing of this Agreement, and otherwise comply with the provisions related to Force Majeure.**

13. TERMINATION OF THE AGREEMENT

- 13.1. The Contract shall terminate upon expiration of the term specified in Section 3.1 of this Contract.
- 13.2. The Contract shall terminate upon exhaustion of the Framework Amount, on the day when the Ad Hoc Assignment leading to the exhaustion of the Framework Amount has been performed.
- 13.3. If the Supplier unreasonably refuses an Ad Hoc Assignment for the second time, the Customer is entitled to terminate this Contract with immediate effect.

- 13.4. The Customer may terminate the Contract with a notice period of thirty (30) days.
- 13.5. The Parties may mutually terminate the Contract.
- 13.6. The Parties agree that in the event of termination of the Contract for any reason, they shall cooperate with each other in relation to the termination of the Contract.
- 13.7. The Parties agree that the Supplier shall perform Ad Hoc Assignments that extend beyond the temporal validity of this Contract in accordance with the provisions of this Contract.
- 13.8. Ad Hoc Assignments shall terminate:
- - upon proper performance by the Parties;
 - - upon withdrawal by the Customer;
 - - with immediate effect;
 - - upon thirty (30) days' notices by the Customer;
 - - by mutual agreement of the Parties.
- 13.9. The Parties agree that, in addition to the above, the Contract and the Ad Hoc Assignment may be terminated with immediate effect by written notice, stating the reasons, in the event of a material breach of contract by the other Party. The Parties consider a material breach to be one where either Party seriously and/or repeatedly violates its material obligations under the Contract or ad hoc assignments, repeatedly delays in fulfilling its obligations, or otherwise displays behaviour that excludes further cooperation.
- 13.10. In addition to the above, the termination of the Contract and the Ad Hoc Assignment shall be governed by the provisions of the Civil Code.

14. MISCELLANEOUS PROVISIONS

- 14.1. The Parties undertake to make every effort to settle, through peaceful means, any legal disputes arising from or related to the Contract, including its breach, termination, validity, or interpretation, and shall only resort to the courts in case of failure to reach an agreement, in accordance with the rules of the prevailing civil procedure law.
- 14.2. The Parties agree that the Contract can only be modified in writing through mutual agreement.
- 14.3. Matters not regulated in this Contract shall be subject to all relevant legal regulations, especially the provisions of the Civil Code.
- 14.4. If any provision of the Contract becomes invalid, the remaining parts of the Contract shall remain in full force and effect. In this case, the Parties shall reach an agreement that best serves the original purpose of the invalidated provision.
- 14.5. By signing this Contract, the Parties declare that there are no legal impediments to the conclusion of the Contract.
- 14.6. The Contract is executed in Hungarian and English. The Parties agree that in case of any discrepancies between the Hungarian and English versions, including the appendices to the Contract, the Hungarian content shall prevail.

The Contract, consisting of thirteen (13) numbered pages and three (3) annexes, has been prepared in three (3) original copies, of which two (2) copies belong to the Customer and one (1) copy to the Supplier. The Parties agree with the terms and conditions contained in the Contract, accept them, and, as an expression of their will in full agreement, sign them in a corporate manner.

Annexes:

- - Annex 1: Technical Specification
- - Annex 2: Supplier's Offer
- - Annex 3: Order Template (Ad Hoc Assignment)

Budapest, 2025.

Budapest, 2025.

BKK CENTRE FOR BUDAPEST TRANSPORT
BKK CENTRE FOR BUDAPEST TRANSPORT
Customer

Rebel Payments, Mobility & Insights NL B.V.
Supplier