

GENERAL TERMS AND CONDITIONS

Fleet tracking and other related fleet management services

Effective from 1 January 2026

1. DEFINITIONS

1.1. Setech Flotta Kft. (hereinafter: Service Provider) provides services to the Subscriber by providing the Subscriber with Internet access to the Setech Flotta system and by providing the Subscriber with the Setech Flotta vehicle unit and telephone module necessary for use. The Setech Flotta service is a vehicle tracking system that can be used via the Internet and provides the following services with the help of the Setech Flotta vehicle unit and telephone module installed in the vehicle:

- Determining the position of the motor vehicle
- Displaying the vehicle's location on a digital map
- Collection, storage and processing of data and information on the condition and location of the vehicle

A detailed list of the services included in the Setech Flotta service is provided in the current Product Description. The list of services ordered by the Subscriber is included in the Individual Subscriber Contract and its annexes. The Individual Subscriber Contract and these General Terms and Conditions together constitute the Subscriber Contract between the Subscriber and the Service Provider for the Setech Fleet service.

The SIM card in the vehicle tracking unit is the property of the Service Provider. In the event of termination of the service, it must be returned, failure to do so will result in a handling fee of HUF 5,000 + VAT being charged.

1.2. The Service Provider shall continuously ensure the conditions for the operation of the service. The Subscriber may submit any complaints regarding the operation of the service to the Service Provider in writing. The Service Provider shall investigate all complaints and inform the Subscriber of the results in writing.

1.3. The Subscriber is the natural or legal person who uses the service on the basis of the Individual Subscription Agreement. If the Subscriber is a different person from the Bill Payer in the Individual Subscription Agreement, the term "Bill

Payer" in shall also refer to the Subscriber, i.e. the Subscriber and the Bill Payer shall be jointly and severally liable for the fulfilment of the obligations undertaken in the Subscription Agreement.

- 1.4. The Bill Payer is the natural or legal person who has undertaken the obligation to pay the service fee on the basis of an invoice in the Individual Subscription Agreement. If the Subscriber is a different person from the Bill Payer in the Individual Subscription Agreement, the term "Bill Payer" shall also refer to the Subscriber in the Subscription Agreement, i.e. the Subscriber and the Bill Payer are jointly and severally liable for the fulfilment of the obligations undertaken in the Subscription Agreement.
- 1.5. The Subscription Agreement is concluded by the Service Provider and the Subscriber as a condition for the provision and use of the service. It contains the rights and obligations of both the Service Provider and the Subscriber. By signing the Individual Subscription Agreement, the parties acknowledge that they accept the terms and conditions set out in the Subscription Agreement and all annexes forming part thereof as binding upon them. The Subscriber is not entitled to transfer the rights arising from the conclusion of the Subscription Agreement to a third party without the written consent of the Service Provider.
- 1.6. The service fee is the amount paid by the Subscriber for the use of the services, a detailed list of which is included in the annex to the Individual Subscription Agreement, which forms an integral part of the Subscription Agreement. The Service Provider may unilaterally modify the service price or its individual elements depending on changes in the financial and component markets. The Service Provider shall notify the Subscriber of the modification in writing no later than 8 days prior to the modification.
- 1.7. GPS system is a global positioning system that allows devices to determine the geographical location of a vehicle. The GPS system only works in the area it covers.
- 1.8. GSM network is a network developed for mobile communication, which allows the device to transmit the collected data to the system, where the data can be further processed via the Internet.
- 1.9. On-board device: a tracking unit provided and professionally installed by the Service Provider. Devices from other manufacturers can only be used if the Service Provider has technically integrated them into its own system.
- 1.10. Data processing: The Service Provider operates a data processing centre equipped with servers and applications in order to provide the service.

- 1.11. Internet access: In order to view the data stored on the server, the Customer needs Internet access, for which the Subscriber is solely responsible.
- 1.12. Additional Equipment: In order to collect certain specific data (e.g. fuel level, door opening), it is necessary to install optional additional sensors in addition to the On-Board Device.

2. SERVICE PROVIDER'S OBLIGATIONS

- 2.1. The Service Provider shall provide the service continuously, 24 hours a day, from the date specified in the Individual Subscription Agreement, in return for payment of a fee, provided that the Subscriber has fulfilled the prerequisites for using the service as specified in the Subscription Agreement. The Service Provider shall take all measures reasonably expected of it to ensure the adequate quality of the service. The Service Provider shall continuously monitor, maintain and improve the Setech Fleet service.
- 2.2. If the Subscriber uses the service for more than one vehicle and violates the terms of any of their Subscription Agreements, the Service Provider shall be entitled to extend the sanctions specified in the Subscription Agreement and the General Terms and Conditions to all Subscription Agreements and all vehicles of the Subscriber.
- 2.3. The Service Provider shall not be held liable in cases where the service is interrupted due to circumstances beyond the Service Provider's control and unavoidable circumstances or force majeure (e.g. natural disaster), or where the fault cannot be rectified for reasons beyond the Service Provider's control. Such cases include, for example, interruption of Internet service, interruption of GSM service or interruption of the GPS system.
- 2.4. The Service Provider shall not be liable for any damage caused by the Subscriber's failure to comply with the General Terms and Conditions or the terms of the Subscription Agreement, nor shall it be liable in cases where the Subscriber has made any changes to the Setech Fleet vehicle unit.
- 2.5. The Service Provider shall not be liable for any damages incurred by the Subscriber as a result of the Service Provider's service entitlement being revoked or modified in such a way that the Service Provider is unable to fulfil its service obligations. The Service Provider shall immediately notify the Subscriber of the occurrence of such an event, which shall also result in the immediate termination of the Subscription Agreement.
- 2.6. The Service Provider shall install the On-Board Devices and Equipment in the Subscriber's vehicles for a fee, provided that the Subscriber allows the Service Provider to do so. otherwise, the Service Provider shall be entitled to terminate

the Subscription Agreement by unilateral written declaration without further notice.

- 2.7. The Service Provider shall install the On-Board Devices and Equipment using its own technicians or at service points contracted by the Service Provider. It is also possible for the Subscriber to install the devices, but in this case, the Service Provider excludes any damage resulting from installation errors and does not provide a warranty for the On-Board Device installed in this manner. The Service Provider shall undertake installation at a location other than its registered office for a separate call-out fee if the chosen location complies with the technological specifications determined by the Service Provider.
- 2.8. The parties' representatives present shall draw up a report (worksheet) on the handover of the On-Board Device to the Subscriber (in the case of installation by the Subscriber) and on the installation, recording the date of completion and acceptance of the handover or installation.
- 2.9. The Service Provider shall provide the Subscriber with the identifiers necessary to access the central server operating the service via the Internet, the access route to the central server and the administration interface.

3. AVAILABILITY, WARRANTY

- 3.1. The availability of the Setech Fleet service is at least 98% on an annual basis.
- 3.2. The Service Provider shall schedule planned, occasional maintenance windows so as to minimise the impact on the Subscriber's activities. The Service Provider shall notify the Subscriber in advance of the actual dates of maintenance.
- 3.3. The Service Provider provides a 12-month warranty for Setech Fleet vehicle units. The warranty shall not apply in the event of malfunction resulting from use contrary to the instructions, breakage, water ingress or overvoltage, or unauthorised interference. Warranty repairs to vehicle units shall be carried out by the Service Provider's contracted installation partners at their premises on working days between 8 a.m. and 5 p.m., or at the Subscriber's premises at an agreed time, for which a call-out fee shall be charged. The Service Provider shall perform troubleshooting and repair tasks beyond the warranty period based on the prices specified in the current price list.

4. FAULTY OR DELAYED PERFORMANCE BY THE SERVICE PROVIDER

- 4.1. In the event of delayed or faulty performance of the service provider's obligations under the Subscription Agreement (with the exception of the cases

listed in Sections 2.3 and 2.4), the Service Provider shall be liable only for the depreciation of the Subscriber's property.

- 4.2. The Service Provider shall be deemed to have performed incorrectly if it fails to remedy the error within 3 working days of its notification for reasons attributable to it.

5. SUBSCRIBER'S OBLIGATIONS

- 5.1. The Subscriber is obliged to:
- agree with the Service Provider on the location and time of installation of the Setech Fleet vehicle units,
 - ensure that the Service Provider has access to the Setech Fleet vehicle unit for maintenance, troubleshooting and replacement necessary for the provision of the service,
 - if access is not provided, the Service Provider shall not be held responsible for any delay or failure to provide the service.
- 5.2. The Subscriber is obliged to regularly check the operation of the Setech Fleet vehicle unit. If any fault is detected, it must be reported to the Service Provider immediately. The Service Provider shall not be liable for any consequences resulting from failure to report the fault.
- 5.3. Upon conclusion of the Subscription Agreement, the Subscriber is obliged to provide the data necessary for the provision of the service, which is contained in the Data Sheet(s) forming an integral part of the Agreement. The Subscriber acknowledges that the Service Provider can only provide the service with this data. The Service Provider shall not be held liable for any damage suffered by the Subscriber as a result of incorrect or incomplete data, and may claim compensation from the Subscriber for any damage incurred as a result. The Service Provider may use this data exclusively for the purpose of providing the service and is obliged to handle and record it in accordance with the legal provisions on data protection.
- 5.4. The Subscriber shall immediately notify the Service Provider in writing of any changes in their data (or in the data of the Bill Payer, if the Bill Payer is also a contracting party). The Service Provider shall not be held liable for any damages incurred by the Subscriber as a result of failure to immediately report changes in the Subscriber's/Bill Payer's data, and may claim compensation from the Subscriber for any damages incurred as a result.
- 5.5. The Subscriber is obliged to keep the provided identifiers confidential. The Subscriber is fully responsible for any use of the service that is accessed through the provided identifiers.

6. CHANGE OF SUBSCRIBER

- 6.1. In the event of the death of a private individual Subscriber, the heir shall be obliged to notify the Service Provider immediately in writing of the change in the Subscriber's identity, presenting a certified document proving his or her status as heir.
- 6.2. In the event of the termination of a legal entity Subscriber with a legal successor, the legal successor shall be obliged to notify the Service Provider in writing immediately after the legal succession has been registered by the court, presenting a certified document proving the fact of the court registration. In the event of the termination of a legal entity Subscriber without a legal successor, the Subscriber shall be obliged to notify the Service Provider of the termination with immediate effect, which shall also entail the immediate termination of the Subscription Agreement and the immediate fulfilment of any outstanding payment obligations.
- 6.3. At the request of the heir or legal successor, the Service Provider shall transfer the Subscription Agreement to the name of the heir (or one of the heirs, if there are several heirs) or legal successor free of charge. From the date of transfer, the heir or legal successor shall become the beneficiary of the rights and obligations specified in the Subscription Agreement.
- 6.4. The Subscriber may only enter into a contract with the Service Provider's consent, whereby the Subscriber transfers all rights and obligations arising from the Subscription Contract to a third party. The Subscriber is obliged to notify the Service Provider of the transfer within 8 days. In this case, the Subscriber shall attach the transfer agreement and the third party's statement of commitment to the written request.
- 6.5. The Subscriber shall notify the Service Provider of any change in the person paying the bill, if different from the Subscriber. The provisions of this section shall apply to such notification.

7. TERMS OF PAYMENT

- 7.1. The Subscriber shall pay the Service Provider the price of the Setech Flotta vehicle unit and installation required to start the service, as well as the delivery fee, within 8 days of concluding the Subscription Agreement. The method of payment is specified in the Subscription Agreement. If the Subscriber fails to meet this payment obligation by the deadline, the Service Provider shall be entitled to terminate the Subscription Agreement with immediate effect or, if performance has not yet commenced, to withdraw from the Subscription Agreement.

- 7.2. The Subscriber is obliged to pay a monthly service fee for the use of the service. The monthly service fee consists of the monthly basic service fee and the fees for other services used. The monthly service fee shall be calculated from the date of commissioning of the Setech Flotta vehicle unit . The monthly service fee shall be invoiced to the Subscriber in the month following the month in question. The Subscriber shall pay the amount stated on the invoice by the payment deadline indicated on the invoice (generally 8 days from the date of the invoice).
- 7.3. The Subscriber who signs the Subscription Agreement is responsible for paying the service fee, regardless of who actually uses the service. If the Subscriber and the Bill Payer are different, they are jointly and severally liable for making payments.
- 7.4. If the Subscriber fails to meet their payment obligation by the payment deadline, the Service Provider is entitled to suspend the service immediately. The Service Provider shall send the Subscriber a written request for immediate fulfilment of their payment obligation. If the Subscriber fails to fulfil their payment obligation despite the payment reminder, the Service Provider shall be entitled to terminate the Subscription Agreement with immediate effect and, at the same time, to demand payment of the Subscriber's outstanding debts, increased by default interest, in a single sum.
- 7.5. The Service Provider shall charge a reconnection fee of HUF 5,000 + VAT for the resumption of services suspended due to non-payment.
- 7.6. The Subscriber shall pay the amount of the invoices by bank transfer to the bank account indicated on the Service Provider's invoice or by any other means specified in the individual contract.
- 7.7. If the Subscriber fails to meet the payment deadline, the Service Provider may charge late payment interest as specified in the Individual Subscriber Contract for the period from the first day of the delay until the date of settlement of the debt.
- 7.8. If the Subscriber fails to settle the outstanding amount indicated on the invoice within the prescribed payment deadline, the Service Provider shall:
- a) send the Subscriber a reminder setting an appropriate grace period;
 - b) after the grace period has expired without result, the Service Provider may, with simultaneous notification to the Subscriber, restrict or suspend the service for all of the Subscriber's vehicles and set a new grace period for the payment of the outstanding amount;

- After the additional deadline has passed without result, the Service Provider may engage a debt collection agency to enforce the claim, which will send a written reminder to the Subscriber.
- if the Subscriber fails to settle their outstanding debt despite the reminder, the Service Provider shall be entitled to terminate all Subscriber contracts concluded with the Subscriber and to take legal action to enforce its claim.

8. AMENDMENT OF THE SUBSCRIBER AGREEMENT

- 8.1. The Service Provider shall be entitled to unilaterally modify the service fee as of 1 January each year, up to the extent of the consumer price index (inflation rate) published by the Central Statistical Office for the previous year.
- 8.2. The Service Provider shall also be entitled to unilaterally modify the pricing of list-priced service elements outside the monthly service fee, as well as these General Terms and Conditions at any time, if this is justified by an increase in operating and operational costs exceeding inflation, the technical modernisation of the Service Provider's IT network, changes in legal regulations or official decisions, or the Service Provider's intention based on its business considerations regarding the terms of service.
- 8.3. The Service Provider shall notify the Subscriber in writing or by email of any changes to the General Terms and Conditions or the list price service fees at least 15 days prior to their entry into force. If the Subscriber does not raise any written objection to the modified fee schedule or changes to the General Terms and Conditions before they take effect, the modification shall be deemed to have been accepted by the Subscriber. If the Subscriber does not accept the amendment, the Service Provider shall be entitled to terminate the Subscriber Contract with immediate effect.
- 8.4. The Subscriber may request that the service packages for individual vehicles in its fleet be upgraded to higher-value service packages, or that the billing period be changed, in which case the Parties shall amend the Subscriber Agreement by mutual agreement.

9. SERVICE RESTRICTIONS

- 9.1. After warning of the legal consequences and simultaneously notifying the Subscriber, the Service Provider may restrict the Subscriber's access to data generated during the provision of the service by preventing the Subscriber from accessing the service if:

- the Subscriber hinders or jeopardises the proper functioning of the service, in particular if the Subscriber modifies or alters the On-Board Device or equipment, or sabotages its operation;
- the Subscriber resells the service to a third party without the Service Provider's consent;
- the Subscriber has overdue fees and fails to pay them within the grace period specified in the Service Provider's reminder.

9.2. If the Subscriber eliminates the cause of the restriction, the Service Provider shall restore the service to its pre-restriction state within 3 working days, and the Subscriber shall be granted retroactive access to the data generated during the period of service restriction.

9.3. If the Service Provider restricts the service due to a breach of contract by the Subscriber, the Subscriber shall be obliged to pay all fees payable under the Subscriber Contract, given that the Service Provider continues to provide the service, only restricting the Subscriber's access to the data generated in the course of the service.

9.4. If the suspension is due to a reason arising within the Subscriber's sphere of interest, the duration of the suspension shall be included in the annual availability time.

9.5. The service may be suspended for reasons beyond the control of both parties (force majeure). If the reason for the suspension is beyond the control of both parties, the Subscriber shall not be obliged to pay the fee for the duration of the suspension.

10. TERMINATION OF THE SUBSCRIBER AGREEMENT

10.1. The parties shall conclude the Subscriber Contract for the term specified in the Individual Subscriber Contract.

10.2. The Subscriber may terminate the Subscription Agreement if the Subscriber terminates the Subscription Agreement by giving written notice at least 15 days before the expiry of the fixed term of the Subscription Agreement.

10.3. The Subscriber is entitled to terminate the service in relation to a given vehicle at any time, with effect from the 5th day following the notification of termination, by sending a written notice to the Service Provider, but may not exercise this option in relation to all vehicles covered by the contract.

10.4. The Service Provider and the Subscriber shall be entitled to terminate a Subscriber Contract of indefinite duration or which has become indefinite at

any time, with effect from the 30th day following the notification of termination, by sending a written notice to the other Party. In the event of a serious breach of contract by the Subscriber, the Parties shall be entitled to terminate the contract with immediate effect, regardless of whether the contract is for a fixed or indefinite period.

10.5. The following shall constitute a serious breach of contract by the Subscriber, and the Service Provider may terminate the Subscriber Contract with immediate effect, in particular if:

- the Subscriber hinders or jeopardises the proper functioning of the service,
- the Subscriber does not allow the Service Provider to carry out the on-site inspections necessary to remedy the reported fault even after receiving a warning letter informing them of the legal consequences;
- the Subscriber resells the service to a third party without the Service Provider's consent;
- the Subscriber has overdue charges and fails to pay them within the grace period specified in the Service Provider's warning.

10.6. The termination of the Subscription Agreement does not exempt the Subscriber from fulfilling their payment obligations arising under the Subscription Agreement.

11. MISCELLANEOUS PROVISIONS

11.1. The Subscriber and the Service Provider (collectively: the Parties) acknowledge and accept as binding upon themselves that any data, facts or other information relating to each other's activities, obtained or otherwise acquired, in particular data, facts or any other information relating to their activities, economic, legal and financial situation, or otherwise related to them, which has not yet been made public, shall be treated as business secrets and confidential, and shall not be disclosed to third parties or made available to third parties. It shall not be considered a breach of this provision if a Party has fulfilled its data reporting obligation as required by law or if the data owner has given its prior written consent to the disclosure of the information. By signing the Subscription Agreement, the Subscriber agrees that if they fail to fulfil their obligations, the Service Provider may disclose the Subscriber's data necessary for the enforcement of the claim to the responsible authorities. The Parties' confidentiality obligation shall remain in force even after the termination of the Subscription Agreement.

11.2. By signing the Subscription Agreement, the Subscriber agrees that the Service Provider may use their name as a reference, indicating the service they use.

- 11.3. The Subscriber agrees that the Service Provider may check the operation of the system and investigate any errors reported by the Subscriber.
- 11.4. The Service Provider undertakes not to disclose any data relating to vehicles owned by the Subscriber to third parties without the Subscriber's consent.
- 11.5. The Subscriber and the Service Provider shall cooperate with each other in the course of their contractual relationship arising from the service relationship and the Subscription Agreement. To this end, they shall inform each other without delay of any facts or changes that are significant from the point of view of the service. The Parties shall provide each other with all data and information necessary for the contractual performance of the service.
- 11.6. Notifications between the Parties – with the exception of fault reports – shall be deemed to have been made if they are made in writing (e-mail, registered letter).

12. FINAL PROVISIONS

- 12.1. The purpose of these General Terms and Conditions is to regulate in detail the conditions relating to the service, the rights and obligations of the Service Provider and the Subscriber, and other essential circumstances relating to the service.
- 12.2. Issues not regulated in the General Terms and Conditions shall be governed by the provisions of the Individual Subscription Agreement, the laws and regulations in force at any given time relating to the service provider's activities, and the provisions of the Civil Code (Ptk.).
- 12.3. If the Parties are unable to settle their disputes by mutual agreement, they shall submit their disputes to the jurisdiction of the Buda Central District Court or the Székesfehérvár Regional Court.
- 12.4. If the Service Provider publishes this document in a foreign language, the Hungarian version shall govern the interpretation of the contract, and the foreign language version shall serve for informational purposes only.