

GENERAL TERMS OF AGREEMENT / PERFORMANCE OF PORTER SERVICE

1. Scope of application

These General Terms of Agreement (hereinafter: Terms) include the general terms and conditions of a unique contract to be executed by

- Budapest Airport Budapest Liszt Ferenc Nemzetközi Repülőtér Üzemeltető Zártkörűen Működő Részvénytársaság (short name: Budapest Airport Zrt.; registered seat: 1185 Budapest, BUD Nemzetközi Repülőtér; company registration number: 01-10-044665; company court: the Company Court of the Court of Budapest; tax number: 12724163-4-44; group ID number: 17781145-5-44; community tax number: HU17781145) hereinafter: BUD, and
- its business partner; hereinafter: Partner

(hereinafter collectively: Parties) on the basis of which the main obligation of BUD shall be the **performance of porter service at Terminal 2 of Budapest Liszt Ferenc International Airport** (hereinafter: Airport).

The Terms shall be applied if BUD made it possible for the Partner to familiarize itself with its contents. The Partner expresses that it has understood and accepted the Terms by filling in, signing, and forwarding the porter service request form (hereinafter: Request Form) to BUD. If the Partner forwards the Request Form via mail, fax, or e-mail to BUD without expressly raising any objection to their application, it shall mean that the Terms have been accepted by the Partner.

If the Parties agree on applying the Terms as specified above, subsequently the application of the Terms may only be precluded / terminated by their mutual agreement.

The Terms shall be applicable within the framework of and in line with cogent legal regulations in force (allowing no deviations).

2. The process of using porter services and the settlement of the service fee

Porter services are offered in both the departure and arrival levels of Terminal 2 of the Airport (T2A and T2B).

If the Partner understood the Terms as laid out above, it shall indicate its intention to use the porter service by filling in the Request Form attached as an annex to the Terms and forwarding it to BUD as described above. On one Request Form, porter service may be requested for no more than 5 (five) different occasions.

The service fee payable for the porter service shall be HUF 700 +VAT / bag (i.e. seven hundred forints plus value added tax), in case of "last minute" porter service HUF 900 + VAT/bag (i.e. nine hundred forints plus value added tax).

Having regard to the volume of the given request, BUD may offer a discount on the above fee

in the request confirmation at its own discretion.

The Request Form filled in and forwarded to BUD does not represent, in itself, any obligation for BUD to provide the porter service. ***The obligation to provide the service arises if BUD confirms the Request Form. If confirmation of the filled-in and forwarded Request Form is not received from BUD within the deadline specified in point 4, it shall mean that the request is rejected and BUD is not obliged to provide the service.***

The Parties shall prepare a performance protocol at the time of performance which shall include the number of bags affected by the porter service, and the protocol shall be signed by the representatives of the Parties on the spot. The protocol shall be the confirmation of performance and the basis of the relevant invoice to be issued by BUD.

Parties shall settle fees for unique service events of a given period every second week. The payment deadline shall be the 7th (seventh) day following the invoice date. Payments must be made without any assignment, setoff, compensation or deduction. Fees shall be paid in HUF by bank transfer to the bank account indicated on the invoice. The Partner shall be obliged to indicate the serial number of the invoice as a comment on the transfer slip. The service fee indicated on the invoice shall be regarded as paid on the day when it is credited on the bank account of BUD.

If the Partner accepts electronic invoicing on the Request Form or if the Partner fails to make a statement on accepting the electronic invoicing, BUD shall send the invoice in a certified electronic form in compliance with the relevant legal regulations to the email address provided by the Partner on the Request Form. If the Partner makes a statement on the Request Form and does not accept the electronic invoice, a hard copy of the invoice shall be issued and sent to the seat or the postal address of the Partner. When paper based invoice is issued upon the request of the Partner, BUD is entitled to charge a per invoice paper invoice fee as defined in the List of Service Charges of BUD.

If the service fee is not credited on the bank account of BUD within the deadline, or if the Partner pays late at least three times within 1 (one) year, BUD shall have the right to refuse to perform porter service to the Partner going forward and shall notify the Partner thereof.

3. The Partner's obligations

The Partner shall be obliged to send the Request Form to BUD at least 15 (fifteen) days prior to the planned commencement of use. If the Partner cannot meet the deadline set in the previous sentence, from 1st January 2016 it has the opportunity to require the so-called "last minute" porter service which applies to the case when the Request Form is sent within 72 (seventy-two) hours before the planned commencement of use of the service. The Partner shall also be obliged to immediately notify BUD about any change of data indicated in the Request Form affecting the service.

The Partner shall note that the porter service - due to capacity limitations - will be made available in the order of receipt of Request Forms by BUD.

After contractual performance of the porter service by BUD and receipt of the relevant invoice issued by BUD, the Partner shall be obliged to pay the service fee to BUD in line with the provisions above.

In the event of entry into the Airport, the Partner (and its employees and agents) shall be obliged to comply with the provisions of the Airport Rules. The Partner shall be responsible for familiarizing its employees and agents with the Airport Rules and for ensuring that they observe them.

4. BUD's rights and obligations

If BUD confirms the Request Form forwarded by the Partner, it shall be obliged to send the confirmation and the advance payment request to the Partner within 5 (five) working days after receipt of the Request Form, in case of "last minute" porter service until the 5th (fifth) hour prior to the requested performance of the service.

Following confirmation of the Request Form which had been filled in and forwarded by the Partner, BUD shall be obliged to perform the porter service at the time indicated in the confirmation.

BUD shall have the right to terminate the legal relationship established by confirmation of the Request Form and the payment of the rent with immediate effect in the event of serious breach of contract by the Partner. It shall be regarded as a serious breach of contract especially if the Partner violates the provisions of the Airport Rules.

5. Cancellation of requests of porter service

If the Partner indicated its intention to use the porter service by forwarding the Request Form but finally decides not to use the service, it shall be obliged to notify BUD no later than the 2 (two) working days prior to the day of the use of the service with an e-mail sent to porter-service@bud.hu.

If the Partner indicated its intention to use the "last minute" porter service by forwarding the Request Form but finally decides not to use the service, it shall be obliged to notify BUD no later than the 3 (three) hours prior to the exact time of the use of the service with an e-mail sent to porterservice@bud.hu and also by calling the duty phone of the porter service (phone number: 06-30-423-80-62) jointly.

If the Partner fails to fulfill its notification obligation until the deadline as it is laid down in this section 5 and does not use the service, BUD shall be entitled to issue an invoice for 50% of the number of bags corresponding to the number of group members indicated on the request Form to the Partner (calculating with one bag / passenger). If the Partner fails to fulfill any of its notification obligations until the deadline on 3 (three) or more occasions within 1 (one) year - with the exception of cases of force majeure - BUD shall have the right to refuse to provide the service to the Partner.

6. Disclosure and modification of the Terms

The Terms are prepared in Hungarian and English to be posted by BUD on its website (www.bud.hu). In case of any disputes of interpretation, the Hungarian text shall prevail in all cases.

BUD shall have the right to unilaterally amend the Terms any time. An amendment of the Terms shall enter into force as of the calendar day after the publication of the amended Terms on the website specified above and shall not affect legal relationships which were executed prior to it.

In the event of amendment of the Terms, BUD shall post on its website the texts in force at different times and indicate the dates of entry into force.

7. Dispute settlement

Disputed issues not regulated in the Terms as well as the validity, scope, term, and interpretation of the Terms shall be governed by the Hungarian Civil Code and other relevant Hungarian legal regulations in force excluding the provisions of international private law.

Regarding disputed issues relating to the Terms and its application, the Parties may turn to the court with the scope of authority and competence as stipulated in Act III of 1952 on the code of civil procedure.

8. Miscellaneous provisions

The assignment of any claim / receivable due to the Partner arising from the Contract made via compliance with the Terms (including its factoring) and the pledging of any claim against BUD or any other encumbrance of it shall only be possible with the officially signed prior written approval of BUD. The Partner shall be obliged to reimburse the administrative and other costs incurred by BUD in relation with the approval procedure, the assigning, factoring, pledging or encumbering the claim in any other way, and the basis of calculation of such amount to be reimbursed shall be, for human resources, EUR 100 +VAT per working hour, and for other costs incurred, the amount of the verified cost +VAT. After receiving the written approval of BUD, the Partner shall be obliged to indicate the fact of assignment / factoring / pledging / or other encumbrance on all further invoices and other documents which are relevant to payment terms and performance of payment. The above stipulation on assignment has no effect on third parties but in case of breach of the regulation by the Partner, BUD is entitled to vindicate its damages towards the Partner arising from his breach of contract.

The term of the contract made via compliance with the Terms shall last from the day of receipt of the confirmation forwarded by BUD until the full performance of the obligations of the Parties in line with the contract.

Written notifications based on the Terms shall be sent to the address of the registered seat (home address) of the Parties. The notification sent by registered mail to the address specified above shall be regarded as 'delivered' on the third working day after the delivery was attempted if the postal certificate of delivery indicates that the delivery was unsuccessful either because the addressee was unknown, moved to an unknown location, refused to take over the document, or refused to accept the delivery.

Budapest, 2016. 01. 01.

Budapest Airport Zrt.