
GENERAL TERMS AND CONDITIONS (“T&C”)
GENERAL CONTRACT CONDITIONS FOR
PROVIDING LEGAL SERVICES

1. **Scope of General Terms and Conditions**
 - 1.1. Data of the Law Firm:
 - 1.2. Name: Hajdú Law Firm
 - 1.3. Telephone: +3662/552048
 - 1.4. Email: iroda@hajduugyvediiroda.hu
 - 1.5. Bank account:
 - Transactional account no.: 11735005-20541358
 - Deposit account no.: 11735005-20541365
 - Tax no.: 18466216-2-06
 - 1.2. The personal scope of the general terms and conditions cover the members of the law firm and the clients of the law firm signing a contract of mandate based on the present general terms and conditions.
 - 1.3. The present general terms and conditions shall be valid until recalled as of 1 May 2018.
 - 1.4. Any question not governed by the present T&C shall be resolved pursuant to the Hungarian Civil Code, the Act on Legal Practice, the Ethical Guidelines and Disciplinary Regulations of the Hungarian Bar Association, data protection regulations of GDPR and acts on the prevention of money-laundering.
2. **The Law Firm provides its services within the framework of the prevailing legal provisions under the scope of the present general terms and conditions. These provisions may be subject to alternation based on the written provisions of the actual contract of mandate.**
3. **Cases of formation of the contract of mandate:**
 - 3.1. In cases under Point 2 the contract of mandate shall be formed in writing. The following shall be considered as a contract formed in writing:
 - 3.2.1. Forming a contract of mandate which is signed by the two parties;
 - 3.2.2. Recording the conditions of the mandate in a synopsis by the lawyer;
 - 3.2.3. Written offer on forming a contract of mandate and its acceptance in a written form;
 - 3.2.4. Inclusion of the fact of giving a mandate into the deed which is object of the mandate;
 - 3.2.5. Issuance and signing of a power of attorney by the client;
 - 3.3. The following shall be considered as a contract in a written format:
 - 3.3.1. a private document with a full probative force issued in a proper format;
 - 3.3.2. digital messages if certifiably delivered to the recipient; electronic mails and their attachments.

4. Fulfilment of the contract of mandate:

Upon the fulfilment of the contract of mandate the Law Firm shall act with due diligence and according to the proper professional standards and shall be liable for the damage caused by the violation of the contract.

During the fulfilment of the mandate the Attorney is entitled to act in cooperation with his hired attorney, trainee lawyer, foreign legal counsellor acting in the law firm, other attorney, European Community jurist or hired European Community jurist except for those cases in which the Mandator does not wilfully give their consent for such cooperation in the contract of mandate.

The Mandator shall inform the Attorney about each and every fact, data or any other information, which are necessary to fulfil the mandate in due time (immediately) and shall provide the Law Firm with accurate and detailed information, and documents in due time to facilitate the fulfilment of the mandate. The Law Firm shall not be liable for any damage resulting from late or incomplete provision of data.

The Mandator shall provide the Attorney with truthful information concerning all aspects of the mandate. The Law Firm shall not be liable for any damage or disadvantage resulting from false or incomplete provision of data. The content, completeness, truthfulness and the date of provision of data shall be proven by the Mandator.

Shall the Mandator be unable to prove the opposite indisputably, the incompleteness of provision of data shall be presumed.

5. Special regulations of fulfilment of the mandate in different practice areas

Real estate transactions:

Upon the preliminary editing and countersigning of deeds, the Mandator shall bear the Law Firm recording and archiving the Mandator's personal data in order to meet the obligations set by Act CXXXVI of 2017 on the prevention of money-laundering and the regulations of the Bar Association. The Mandator accepts that the Law Firm makes hard copies of their documents containing personal data. If the Mandator refuses the Law Firm making hard copies of their documents containing personal data, the Law Firm shall refuse the mandate.

In the cases of real estate transactions the mandate covers the editing of deeds, providing the parties with information upon signing the contract, acting in front of the Registry of Real Estates, and providing comprehensive information on the obligations in connection with income tax, VAT and fee for the acquisition of assets.

Mandate to edit deeds of real estate transactions, however, shall not cover legal representation in connection with legal consequences of the deed, concerning fee and tax paying obligations, additional counselling or fulfilling the Mandator's obligation to make a report on tax and fee payment.

The Law Firm shall not be liable for the accuracy of the registry no. of the real estate provided by the Mandator. Should the registry no. provided by the Mandator be inaccurate the fee of requesting for registry documents shall be borne by the Mandator.

Online foundation of companies:

The mandate covers the preliminary editing and countersigning of deeds, the submission of such deeds in electronic company procedure and providing legal representation in electronic company procedure.

The mandate – in lack of further such provisions – shall not cover legal representation of the company in front of the tax office, statistics office or national insurance office and providing such offices with any reports or data.

6. Fees of the Law firm and remuneration

The Law Firm is entitled to receive payment for the activities carried out in order to fulfil the mandate.

The fee of fulfilling the mandate shall be settled in the contract of mandate. The fee of fulfilling the mandate – upon the agreement of the parties – may be paid by the hour, may be fixed, lump price, or success fee or the combination of the above.

In lack of a separate agreement the Law Firm shall be entitled to claim the fee of 15.000 HUF (not including VAT) per every commenced hour. The Mandator shall further bear any other expenses occurring in connection with fulfilling the mandate (travel expenses, accommodation expenses, overhead expenses). Besides the fee of fulfilling the mandate only the necessary expenses shall be claimed. These expenses are for example (but not exclusively) the following:

- interpretation cost
- duties and duty stamps
- authentic and non-authentic extracts from the Registry of Real Estates
- fee of extracts and copies from the Registry of Companies
- postage fees
- fee of certification by public notary
- travel expenses
- “JÜB”-expenses, etc.

Shall the fulfilment of mandate require the law firm to carry out any actions in a distance more than 30 km from its seat, the Mandator shall pay an additional fee of 5.000 HUF (not including VAT) for the time period of travelling.

The provisions on fees of the contract of mandate shall prevail in case of counselling at the seat of the Mandator, via phone or via email, as well as in the case of oral or written counselling or legal representation carried out in any place other than the seat or the Mandator or the Law Firm.

7. Further provisions

Data controlling and identification of the client:

In case the Law Firm countersigns any deeds, the Mandator making the legal statement accepts that in order to verify the correspondence of personal data and address provided by the Mandator with the official records and to verify the validity and the correspondence of any official documents for identification or certification of legal stay (hereinafter referred to as: documents) with the official records, the Law Firm is entitled to request data from the authorities responsible for controlling data in the Registry of Personal Data and Addresses, the Registry of Driving Licences, the Registry of Travel Documents and the Central Aliens Policing Registry. Verification is carried out through electronic request for data; the request shall be signed by the Law Firm using a certified electronic signature.

The Mandator gives their consent for the verification of the following data:

- natural personal identification data
- nationality, statelessness, refugee, immigrant, settled and EEA citizen legal status
- address
- facial image
- signature
- identification no. of the Mandator's document and of the Mandator's document certifying identity number and address
- facts as set out in Section 17 Paragraph (4) of Act LXVI of 1992 on Keeping Records on the Personal Data and Address of Citizens
- facts and the validity of the document as set out in Section 24 point f) of Act XII of 1998 on Travelling Abroad
- facts set out in Section 8 point i)-j) of Act LXXXIV of 1999 on Registry of Public Road Transport
- facts set out in Section 76 point d), Section 80 point b) and c) of Act I of 2007 on the Entry and Residence of Persons with the Right of Free Movement and Residence, and in Section 95 Paragraph (1) point g), Section 96 Paragraph (1) point g), and Section 100 Paragraph (1) point b) and c) of Act II of 2007 on the Entry and Residence of Third Country Nationals.

The Law Firm is only entitled to use the data received through verification in order to carry out its activities concerning editing and countersigning legal statements and shall not convey such data to any third parties besides the court, the public prosecutor's office, criminal law enforcement agencies and the disciplinary board of the Bar Association.

The Law Firm is entitled to keep the digital or hard copy of the data received through verification; such data shall be processed as confidential and shall be deleted after 5 years in lack of legal provisions ordering the Law Firm to keep such data for a longer period of time.

The Law Firm is entitled and shall renounce fulfilling the mandate set in the contract if the Mandator fails to provide data for identification; if the Mandator fails to present a valid document; or if as a result of the verification it is established that the document is registered as lost, stolen or destroyed and the fact that the document is found or located is not registered.

The Mandator gives their consent for the Law Firm to process company and personal data through making and keeping the copies of the documents verifying such data for the time period set by law in accordance with the provisions on the identification of clients of Act CXXXVI on the Prevention of Money-Laundering and Financing Terrorism.

Should any provisions of the present terms and conditions or the contract of mandate be null or can not be consummated or become null or unconsummated, other provisions of the T&C and the contract of mandate shall still remain in force.

In such cases, those provisions – through (supplementary) interpretation – shall prevail, which are the most in accordance with the purpose of the provision becoming null or unconsummated. Shall supplementary interpretation be impossible, the parties are obliged to agree on a supplementary agreement in accordance with the present provisions.

In connection with the contract of mandate the legal provisions of the Hungarian law shall prevail.

Should any legal disputes occur the parties accept the exclusive jurisdiction of the District Court of Szeged or the Regional Court of Szeged.

Please be informed that the present document is translated for the purpose of providing information only. Should any legal disputes occur, the Hungarian version of the terms and conditions shall prevail.

Szeged, 1 May 2018

Hajdú Law Firm