



General Terms and Conditions

General Terms and Conditions

for the conformity assessment and certification services provided by VantaSec Kft.

General Terms and Conditions

PREAMBLE

These General Terms and Conditions contain the general terms and conditions relating to the contractual relationships between VantaSec Kft. (registered office: H-1123 Budapest, Nagyenyed utca 16, 1. em. 6., hereinafter referred to as VantaSec) and the natural and legal persons, and other entities using its services (hereinafter collectively referred to as Parties).

VantaSec, an accredited conformity assessment body, carries out its activities in accordance with the relevant legislation currently in force, applicable standards and accreditation requirements. It provides its services within the framework of relevant laws, standards and accreditation requirements, without discrimination, in accordance with the principle of equal treatment.

VantaSec performs conformity assessment, certification and verification services (the verification of ESG reports hereinafter referred to as ESG certification) based on the principles that govern independence, impartiality, objectivity, professional competence, transparency and confidentiality. VantaSec identifies, assesses, and manages on an ongoing basis risks that jeopardise impartiality, and makes sure that its decisions are based solely on objective evidence and that they are free from any business, financial, or other external influence. It prevents and manages conflicts of interest arising in its conformity assessment activities in accordance with the relevant legislation, standards and accreditation requirements.

VantaSec ensures that conformity assessment, certification, and ESG certification activities are carried out exclusively by persons who have the professional competence, appropriate qualifications and experience necessary to perform the task.

VantaSec is not involved in any consulting or other activity that is likely to jeopardise the independence, impartiality or objectivity of its conformity assessment, certification or ESG certification activities. The evaluation of conformity assessment results and making certification or ESG certification decisions are carried out separately. Certification and ESG certification decisions are always made in accordance with the requirements of the relevant standards, by a person or body who was not involved in the assessment activity.

VantaSec reserves the right to refuse to initiate, carry out, suspend or conclude – or to interrupt – the conformity assessment, certification or ESG certification procedure in the event of non-compliance with the relevant legislation, standards, accreditation requirements, or with the conditions set out in these General Terms and Conditions, or if meeting them cannot be ensured.

VantaSec ensures that the publicly accessible information prescribed by the relevant legislation, standards and accreditation requirements is continuously available on its website.

In view of the specific characteristics of the various conformity assessment services, the General Terms and Conditions consist of three parts:

PART I – General Terms and Conditions for conformity assessment and product certification of IT products

(MSZ EN ISO/IEC 17065:2013 Conformity Assessment and Product Certification Activity)

PART II – General Terms and Conditions for the certification of management systems

(MSZ EN ISO/IEC 17021-1:2016 Management System Certification Activity)

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PART III – General Terms and Conditions for the certification of ESG reports

(MSZ EN ISO/IEC 17029:2020 Verification Activity)

To any specific Service Agreement, purchase order or accepted Quotation, the part of the General Terms and Conditions applicable to the service used shall apply. Where a contractual relationship is established between the Parties for multiple conformity assessment services of different types simultaneously, the relevant sections of the General Terms and Conditions shall apply in parallel to the respective services.

The individual Service Agreement or the accepted Quotation may supplement the provisions of these General Terms and Conditions or modify them with respect to the specific legal relationship, save where expressly provided otherwise.

Matters not regulated in these General Terms and Conditions shall be governed by the provisions of applicable Hungarian law, in particular Act V of 2013 on the Civil Code.

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PART I – General Terms and Conditions for conformity assessment and product certification of IT products

(Activities in accordance with MSZ EN ISO/IEC 17065:2013, assessment and certification of IT product conformity)

I/1. Area of validity, subject matter

1.1. These General Terms and Conditions govern all contractual relationships between VantaSec and its Client (hereinafter jointly referred to as the Parties). The Parties may also decide to apply the provisions of this document to contractual relationships already in force between them.

The General Terms and Conditions apply in particular to the Request for Quotation Form, the Supplementary Forms, the Change Notification, the correspondence, and the Quotation, on the understanding that the acceptance of any of these specific documents by both parties gives effect to and may take precedence over and supersede the General Terms and Conditions.

The subject matter of these relationships is the Service specified in the Quotation.

By signing the contract, the Client acknowledges that VantaSec is entitled to appoint a subcontractor to perform the assessment. Should it be necessary to involve a subcontractor in the assessment, VantaSec shall inform the Client and ask for the Client's consent.

The Service includes the following: assessment of the conformity of IT products.

I/2. The Service in general

2.1. **Data provision:** At the request of VantaSec, the Client shall provide VantaSec with all real and accurate information necessary for the performance of the Service. The Client shall assume responsibility for the accuracy and completeness of the information.

In this context, the Client shall provide VantaSec with the relevant documentation primarily in electronic form, or on paper where appropriate, by the means and by the deadline prescribed in the assessment plan, at the latest by the opening meeting of the audit.

2.2. **Changes in data or products:** The Client shall immediately notify VantaSec if there has been a change (with legal effect) in its organisation or in the product as compared to the information previously provided (Change Notification Form: www.vantasec.hu, individual letter).

2.3. **Setting a deadline:** Upon request from the employees of VantaSec, the Client shall communicate the dates suitable for the performance of the service, which shall be confirmed by VantaSec after coordination. The confirmed date may be changed by mutual agreement between the parties no later than 1 week before the scheduled audit date, on condition that there can be no more than 15 working days between the assessment dates.

2.4. **Agreement on personnel:** The Client has the right to raise objections in writing regarding the auditors and experts appointed by VantaSec no later than 8 days prior to fulfilment.

2.5. **Presence:** The Client's representative or duly authorised employee, as well as persons providing services on behalf of VantaSec without representative rights (auditors and/or experts) shall participate in all on-site audit events.

2.6. **Information:** VantaSec shall provide information about the certification process upon request before or during any event associated with the process.

2.7. **Conducting the audit:** based on preliminary information obtained from the documents assessed, the audit is usually conducted on site, with visual inspection and item-by-item assessment, taking place between the opening and closing meetings.

2.8. Assessment of IT products:

- assessment of functional requirements,
- comprehensive assessment of the operational capacity of the system,

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- and the final assessment is based on samples and examples that have been prepared in advance.

2.9. During the documentation assessment, special attention is paid to user data protection, identification and authentication, security management, functional security, requirements regarding content and strength, as well as logging, information flow, authorisation management, configuration management, communication, electronic signatures, functional issues related to processes, and the assessment of tests used by the client.

2.10. Closing the audit: The audit is closed after the documentation has been assessed and any discrepancies identified during the audit have been fully resolved by the deadline and, after this has been verified, upon confirmation by the lead auditor. Where discrepancies are not resolved in full, or if resolved past the deadline, the Client's conformity assessment may be deemed unsatisfactory, and VantaSec may exercise its right to terminate the contract, pending compensation for its services provided to date as contracted.

Moreover, the final certificate shall be approved by both Parties in order for the audit to be completed successfully, and the Client shall provide VantaSec with the complete documentation for the certified IT product in a verifiable form specified in the assessment plan or in the agreement of the Parties.

If consented by the Client in writing, the final assessed version of the IT product and the related documentation shall be stored by VantaSec under appropriate access control, in a secure manner.

2.11. The conditions for issuing the Certificate include the successful completion of the audit described above (2.10), a successful certification decision, and the settlement of financial obligations.

2.12. Deviations, deficiencies: means deviations from requirements and standards identified during the assessment of IT products.

2.13. Dealing with deviations: The Client shall make a statement in writing on the Deviation Form about the correction of the recorded deviations and a deadline of no more than 15 days. The results of the correction shall be presented and/or sent to VantaSec for further assessment within 15 days.

2.14. Exercise of supervisory powers: VantaSec shall be obliged to present the IT products it has certified and any documents relating thereto for inspection at the request of the supervisory authority, which may involve physically removing them from VantaSec's archives, and the competent authorities may also carry out on-site inspections. VantaSec shall be obliged to inform the Client in writing about such inspections.

2.15. Involvement of an independent accredited laboratory: should VantaSec not have the necessary laboratory facilities for the assessment, it may seek the assistance of an independent laboratory.

I/3. Fulfilment of the Service

3.1. Registration: During the initial certification process, the Client shall provide data regarding the IT product to be certified. VantaSec shall keep a record of the information made available.

3.2. Preliminary consultation: VantaSec provides detailed information about any stage of the process. The consultation is held in person at the offices of VantaSec.

3.3. Documentation assessment: can be ordered as a separate service at any stage. See section 2.8.

3.4. Pre-audit, assessment of the situation: the purpose of this stage is to conduct a preliminary assessment of compliance with mandatory standards for IT products and to identify any deficiencies.

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3.5. **Qualification audit:** Two weeks before the agreed date of this mandatory stage, but at least one day before the opening meeting, VantaSec shall send an assessment plan to the Client. After the opening meeting, the IT product is assessed in accordance with the pre-defined requirements (as per Section 2.8), and an Assessment Report is prepared based on the results, which forms the basis of the certification decision.

3.6. **Supervisory audit:** the mandatory supervisory audit, which is carried out annually and agreed at least 3 months in advance, shall take place between 12 and 24 months after the last day of the certification/renewal audit. VantaSec shall assess compliance with requirements and the improvements and changes made to the IT product. Any changes to the product shall be reported to VantaSec without delay. Based on the results of the supervisory audit, VantaSec shall decide whether to maintain the certified status.

3.7. An **extraordinary audit** shall be conducted at the client's request if changes affecting the validity of the Certificate are made to the IT product or documentation, the notification of which is the responsibility of the client. An extraordinary audit shall be conducted if the standards and requirements on the basis of which the certificate was issued undergo changes. An extraordinary audit may also be conducted based on a notification from users or competent authorities, or based on a decision by the Certification Director. If the Client fails to report the changes and/or does not undergo the extraordinary audit, the Certificate shall be revoked.

The Client shall ensure that the auditor and expert of VantaSec be able to conduct their assessment without disruption during the extraordinary audit. No objections may be raised against the designated auditors or experts at this stage. The audit shall be conducted in accordance with the usual procedures.

3.8. **Verification:** compliance with the issued certificate may be verified by VantaSec on its own initiative or based on a notification from a third party at a time chosen by the Client from three options offered by VantaSec. In such cases, no objections may be raised against the appointed auditors or experts.

3.9. **Renewal audit:** it is used to renew or extend the certificate. It ensures continuous certification status if the renewal audit, scheduled at least 3 months in advance, is successfully completed before the expiry of the certificate.

1/4. Obligations of the Client

4.1. The Client shall ensure that the auditors and experts of VantaSec comply with the applicable occupational health and safety regulations. The Client shall make available at the audit location a room suitable for conducting the audit, such as a heated, secure room, where sanitary facilities are available.

4.2. In addition to the details specified in Sections 2 and 3, the Client shall do everything in its power to ensure that the performance of the service is not hindered or impeded in any way on the part of the Client, and to remove any obstacles that may arise. The Client shall assist the employees who provide the Service to the best of its ability. It shall enable the participation of observers (witness audits, observation, inspection, reception of auditor candidates).

4.3. The Client shall fulfil its payment obligations as specified in Section 6 and acknowledges that failure to perform or incomplete performance of this obligation despite a reminder may result in the suspension of the performance of the contract and subsequently the revocation of the Certificate.

4.4. The Client undertakes to maintain the certified, verified IT Product in the condition existing at the time of certification closure and recorded at the time of closure, acknowledges that in the event of changes being made without notification or without the approval of VantaSec, VantaSec may apply the consequences set out in Sections 7.7 and 7.8 retroactively to the date of the change or, if this is not known, to the last certified status.

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4.5. The Client undertakes to keep records of all complaints regarding its certified product and to inform the auditors of VantaSec thereof during supervisory, extraordinary or renewal audits.

4.6. The Client undertakes to take action in relation to any complaints about the product and any deficiencies found in the products where this affects compliance with the certification requirements.

4.7. The Client hereby declares that the certification is compatible with the scope of application of the certification.

I/5. Obligations of VantaSec

5.1. VantaSec shall undertake to perform the certification to the best of its knowledge, impartially and in an objective manner.

It shall be liable for the performance of its auditors and experts as if it had performed the work itself.

5.2. VantaSec shall undertake to provide information about the Service during the term of the contract. Furthermore, it shall undertake to provide a quotation within the shortest possible time after receiving the request from the client and to maintain the validity of its quotation until the date specified in the quotation.

5.3. Upon becoming aware of changes relating to the Client (Section 2.2), VantaSec shall, to the extent possible, adjust the certification process to the changes, thereby accepting the individual contract amendment initiated by the Client, unless the change proves to be substantial, in which case it shall initiate renegotiation of the contract.

5.4. VantaSec shall ensure that during the on-site phase of certification, the persons performing the work comply with the work, fire, and health and safety rules communicated in advance by the Client.

5.5. In accordance with all relevant requirements, VantaSec shall document the audit process and store the documents in its own archives in accordance with the prevailing requirements applicable to accredited organisations and the principles of confidential data management.

5.6. In the absence of any legislation, standard, or prior written provision to the contrary received from the Client, VantaSec shall not disclose any information about the Client or its partners to third parties. VantaSec shall treat any trade secrets that come to its knowledge during the term of the contract as confidential and shall use them solely for the purpose of performing the service. This obligation of VantaSec shall remain in force for 5 years after the expiry of the contract. If, during the performance of this contract or in connection with it, the Contractor obtains knowledge of personal data processed by the Client, it shall keep such data confidential and shall not disclose it to anyone for any reason or purpose, either in its original form or in a modified, transformed or processed form.

VantaSec may include the name and address of the Client in its list of references, indicate it on the list of certified or suspended entities, and may publish on its website public information about the certification of the Client. VantaSec may forward all certified IT product documentation to the competent authority.

I/6. Payment terms

6.1. The Client shall pay within 8 days of the invoice date, based on the prices specified in the quotation and the contractual performance.

6.2 The Client hereby acknowledges that VantaSec is entitled to issue partial invoices after the performance detailed in Sections 3.2–3.9. In the event of failure to settle a partial invoice, Section 4.3 shall apply.

6.3. If an ordered and confirmed audit event is cancelled for reasons beyond the control of VantaSec, VantaSec shall be entitled to claim the costs incurred/availability fee (50% of the value of the ordered service, unless otherwise agreed).

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6.4. VantaSec may assign to a third party any claims it has against the Client. The Client shall expressly accept and acknowledge that, due to the personal nature of the performance of the contract, the Client may not transfer its obligations and rights to any third party.

I/7. The Certificate

7.1. VantaSec shall issue a Certificate regarding the results of the assessment if, based on the objective evidence collected, it has reached the conclusion, in an independent and unbiased manner, that the Client has complied with all the requirements and standards during the certification process and has met other conditions (e.g. 4.3).

The decision to issue a certificate is at the discretion of VantaSec, and it may only exercise this right if it is sufficiently convinced that the professional requirements have been met. Therefore, the issuance of a certificate cannot be demanded in litigation or in any other way.

7.2. The certificate shall be issued within 30 working days of the completion of the assessment. Upon delivering the Certificate, VantaSec shall also send the Client a copy of the documentation countersigned by it, as well as the evaluation report.

7.3. VantaSec reserves the right to retain ownership of the assessment report summarising the audit results, the Certificate and the certification mark even after their handing over. VantaSec reserves its copyrights to all documents bearing its logo, therefore the use, exploitation, partial or complete copying, reproduction, etc. of such documents shall only be lawful with the prior licence of VantaSec as the copyright holder.

7.4. The validity period of the certificate shall be 36 months, provided that the contract is in force and the results of the surveillance audit carried out within 1 or 2 years of the date of issue of the certificate are positive and there has been no suspension or withdrawal.

7.5. The Certificate may be reissued subject to financial compensation in the event of a legally effective change that does not require assessment (e.g., name, registered office), or in justified cases at the initiative of VantaSec or pursuant to Section 2.2.

7.6. The Certificate may only be used for its intended purpose. Thus, it may be used to certify that the certified product complies with the relevant standards and/or regulations. To this end, the Certificate may be presented (only in complete form and content), copied, or, in accordance with point 8, the certification mark may be displayed with a clear identification of the certified product (e.g., adjacent to the name)

7.7. Suspension of certification: the issued Certificate shall be suspended with immediate effect if:

7.7.1. The Client does not initiate and/or enable the timely performance of audits at the frequency specified in the regulations, or the implementation of any ordered assessment.

7.7.2. The Client itself requests the suspension of the document.

7.7.3. The organisation does not comply with the terms and conditions agreed in the contract (e.g. does not make corrections, is late with payments despite reminders).

7.7.4. There has been a change in the data made available in accordance with Section 2.2, and the Client has not reported this.

7.7.5. The investigated complaint is justified.

7.7.6. The Client uses the Certificate and/or certification mark in a manner that is not in accordance with its intended purpose.

7.7.7. It does not choose any of the three proposed dates for the audit.

7.7.8. The Client hereby acknowledges that during the suspension period, the certification is invalid, therefore the use of the Certificate or certification mark during this period is unlawful and may result in legal consequences. The suspension period may be a maximum of three months (3 months). VantaSec shall inform the Client about the suspension and may publish the Client's name on its website, indicating that the Client's account has been suspended.

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7.8. Revocation of the Certificate: the issued Certificate shall also be physically revoked from the Client if:

7.8.1. Any condition for suspension shall continue to apply beyond the period specified in the suspension decision.

7.8.2. The Client has made improper use of the Certificate and/or the certification mark.

7.8.3. The facts established during the inspection prove that the conditions and status existing at the time of the closure of the certified, verified IT product are no longer met.

7.8.4. During a mandatory and ordered assessment carried out during the term of the contract, the auditors do not recommend maintaining the Certificate.

7.8.5. The Client fails to fulfil its payment obligation despite receiving a payment notification.

7.8.6. This contract or the individual contract is terminated.

7.8.7. The Client does not comply with these General Terms and Conditions and the specific contract in general.

7.8.8. The Client notified about the revocation of the Certificate shall be obliged to return the Certificate(s) to VantaSec by post for invalidation. Failure to do so will result in presumed improper use of the Certificate by the Client.

7.9. Certificate renewal: prior to the expiry of the validity period of the Certificate, the Client may request the renewal of the document within the framework of a renewal audit, provided that the audit is completed during the period of validity of the document, otherwise it will not be possible to indicate continuity on the certificate with reference to the previous status.

7.10. It shall be considered improper use of the Certificate if the Client uses the Certificate in a manner that is not in accordance with its intended purpose or contrary to the terms and conditions of the General Terms and Conditions. The following shall be considered improper use:

7.10.1. any reference to a product that is not certified by the Certificate, or any other misleading reference, or unclear or ambiguous information,

7.10.2. partial copying or partial use of the Certificate,

7.10.3. changing the content of the Certificate,

7.10.4. use of a suspended or invalid Certificate (use of the certification mark contrary to the regulations).

1/8. Use of the VantaSec certification mark

8.1. VantaSec is the proprietor of the certification mark (trademark, logo, name) which is protected by registration and copyright. VantaSec authorises the use of the certification mark by issuing the Certificate to the Certificate holder, subject to the following conditions:

8.1.1. Unless otherwise agreed, the certification mark may only be used in the form (shape, size, colour) specified by VantaSec.

8.1.2. Only certification marks that comply with the certified, verified requirements, norms and standards may be used. When used, it shall be traceable back to the certification body and shall only be used to refer to the compliance of the certified system IT product, and shall not be used to imply that another IT product, organisation or service may be directly certified. The mark shall not be used in a report about a laboratory test, calibration or inspection.

8.1.3. The Client shall be responsible for the lawful use of the certification mark. Therefore, it cannot make any misleading statements about the certification of the system or the IT product.

8.1.4. The use of the certification mark is allowed only during the period of validity of the Certificate, and the suspension, expiry, revocation, termination of the General Terms and Conditions, termination of the specific contract, etc., shall also mean the termination of the right of use.

8.1.5. Unlawful use of the certification mark by the Client may result in consequences: VantaSec may demand the termination of improper use, or the making of corrections.

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8.1.6. In case of inappropriate corrections, or if the unlawful use persists after suspension or revocation, VantaSec may claim damages, disclose the unlawful use, take legal action: in general, it may use all legal means to protect its rights and interests.

I/9. Limitation of liability

9.1. VantaSec may be held liable solely for the professional and contractual performance of the services defined in the contract and in the present General Terms and Conditions. The liability of VantaSec for damages, with the exception of damages caused intentionally, shall be limited to the amount of net fee actually paid by the Client for the services rendered.

I/10. Force majeure

10.1. If VantaSec fails to fulfil its contractual obligations due to reasons beyond its control (force majeure, war, uprising, rebellion, terrorist acts, strikes, etc.) or lack of authorisation (loss of, failure to obtain, etc. such authorisation), VantaSec shall not be held liable for the consequences of the failure to perform, and the Client shall be obliged to compensate for the partial performance proportionally or in accordance with the schedule of fees.

I/11. Communication

11.1. Any legal statement made during the preparation of the contract, the arrangement of the service, and its performance shall be valid if it is made or confirmed by a person who is authorised to undertake obligations on behalf of the given Party. It shall also be effective if the person entitled to undertake the obligation has demonstrably transferred his or her rights to another party (authorisation). Sub-delegation is not possible. The individual contract shall state the address (postal address) to which notification of service shall be deemed to be valid. Unless otherwise specified by the Parties, notifications shall be answered within 8 days.

I/12. Amendments

12.1. VantaSec shall have the right to amend these General Terms and Conditions unilaterally, but the amendment shall only be effective for the contracts already concluded if the Client does not object within 30 days from the date of publication, postal or electronic notification of such amendment. Should an objection be raised, the version in force at the time of conclusion of the contract or the version in force at the time of the objection shall apply.

In case of changes in standards, regulations or legislation, VantaSec shall be entitled to unilaterally amend the General Terms and Conditions irrespective of the contract concluded, if the amendment implements such changes. The Client acknowledges this right of VantaSec.

I/13. Invalidity

13.1. Should any provision of the General Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions.

I/14. Legal remedies, complaints and appeals

14.1. The Client shall have the right to appeal against the certification decision of VantaSec and to lodge a complaint in connection with the certification process or against the activities of VantaSec. Upon request, VantaSec shall provide information to the Client free of charge about the way it handles complaints and appeals.

14.2. The investigation of complaints and appeals shall be carried out, and the ensuing decisions made by a person or body that was not involved in the relevant assessment or certification process or in the preparation of the decision. VantaSec shall investigate the complaint or appeal impartially, properly documented, within not more than 60 days from the time of receipt, and shall notify the Client of the decision in writing.

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I/15. Termination and suspension of the contract:

15.1. The General Terms and Conditions, the individual contract and the Certificate govern an interconnected legal relationship. The termination or cancellation of the individual contract may affect the validity of the Certificate in accordance with the present General Terms and Conditions and the applicable certification requirements; the validity of the Certificate shall cease, or be suspended, restricted, or withdrawn solely on the basis of the relevant professional, standard-related and contractual conditions.

15.2. The Parties may terminate the contract if the changes notified are substantial but the initiative to amend the contract has been unsuccessful. The Service that has been provided until termination shall be compensated.

15.3. The Client may terminate the contract by notice of termination, but the performance to date shall be compensated.

15.4. VantaSec may terminate the contract by giving 8 days' notice of termination in the event of suspension or revocation of its rights or designation.

15.5. VantaSec may terminate the contract at any time by giving 8 days' notice.

15.6. Either party may terminate the contract with immediate effect if the other party is in material breach of contract, becomes unable to perform (is being placed in liquidation, winding-up proceedings, etc.).

15.7. The validity of the Certificate may be terminated, suspended, restricted or withdrawn solely on the basis of the present General Terms and Conditions and the applicable certification requirements.

I/16. Confidentiality

16.1. VantaSec shall treat as confidential any information generated, processed and stored in connection with its certification activities. VantaSec shall inform the Client in advance of any public information relating to the Client. Where required by law and not prohibited by it or authorised by contractual obligations to disclose confidential information, VantaSec shall notify the Client of the information disclosed.

The provisions concerning confidentiality, copyright and trade secrets shall remain in force for 5 years from the date of termination, irrespective of the way in which the contract is terminated.

Information covered by confidentiality may not be disclosed to third parties, unless otherwise provided by the other party or by any legal regulation. The provisions regarding confidentiality are also mentioned in Section 5.6 Obligations of the Client.

I/17. Applicable law

17.1. Irrespective of the place of performance, the address or domicile of the Parties, or the accreditation body of the certificate in question, this contract and any other agreement entered into in connection with this contract shall be governed by Hungarian law without reference to its rules of any other law. The governing language for contracts and documents shall be the Hungarian. The Buda Central District Court or the Budapest Metropolitan Court shall, depending on jurisdiction, hear and determine any legal disputes arising from this contract.

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PART II – General Terms and Conditions for the certification of management systems

(Activities in accordance with MSZ EN ISO/IEC 17021-1:2016)

II/1. Area of validity, subject matter

1.1. These General Terms and Conditions govern all contractual relationships between VantaSec and its Client (hereinafter jointly referred to as the Parties). The Parties may also decide to apply the provisions of this document to contractual relationships already in force between them.

The General Terms and Conditions apply to all documents and correspondence used in the certification process, in particular the Service Agreement, which is a special document, the acceptance of which by both parties gives effect to and take precedence over and supersede the General Terms and Conditions. The subject matter of these relationships is the Service specified in the Service Agreement. VantaSec is an accredited product and system certification body, operating in accordance with the applicable legislation and standards at all times. Therefore, the Client who intends to obtain or maintain a certificate from VantaSec is also obliged to comply with the laws and standards applicable to the Parties.

The Service includes the following: management system certification

II/2. The Service in general

2.1. **Data provision:** At the request of VantaSec, the Client shall provide VantaSec with all real and accurate information necessary for the performance of the Service. The Client shall assume responsibility for the accuracy and completeness of the information.

The information to be provided includes, but is not limited to: the legal form of the Client, its ownership structure, its membership or participation in social organisations, the details of the management and responsible persons, the contact details of the contact persons, the exact addresses of the establishments, the intended scope of the certification, the management system(s) and the operational units already certified, the actual (not exclusively administrative) characteristics and resources of the relevant activities, the subcontracted processes and their associated staffing levels, as well as the regulations, legislation, standards, other legal obligations governing the activities, and the consultancy services used. The Client shall assume responsibility for the accuracy, completeness and lawfulness of the information; for the provision of accurate data, and shall bear (take over) any additional costs arising from any inaccuracies.

2.2. **Changes in data:** the Client shall inform VantaSec in writing without delay, but no later than 15 days after the change, of any circumstances that may affect the compliance of the certified management system with the requirements or the definition of the scope of certification. Such circumstances include, but are not limited to:

- a material change in the legal form, ownership structure or senior management of the organisation,
- material changes to the business activities, products or services of the Client,
- material changes in the number of sites, branches, significant external service providers, outsourced activities,
- change in the scope of the management system,
- material changes in key processes, resources or technologies,
- material changes in relevant legal or standard requirements.

Based on the notified changes, VantaSec shall have the right to initiate an extraordinary audit and to revise the conditions of certification and the definition of the scope of certification (Change Notification Form: www.vantasec.hu, individual letter).

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2.3. Setting a deadline: Upon request from the employees of VantaSec, the Client shall communicate the dates suitable for the performance of the service, which shall be confirmed by VantaSec after coordination. The confirmed date may be changed by mutual agreement between the parties no later than 1 week before the scheduled audit date, on condition that there can be no more than 15 working days between the assessment dates.

2.4. Agreement on personnel: The Client has the right to raise objections in writing regarding the auditors and experts appointed by VantaSec, this may result in a new deadline being set.

2.5. Presence: The Client's representative or duly authorised employee, as well as persons providing services on behalf of VantaSec without representative rights (auditors and/or experts) shall participate in all on-site audit events.

2.6. Information: VantaSec shall provide information about the certification process upon request before or during any event associated with the process.

2.7. Conducting the audit: based on preliminary information obtained from the documents assessed, the audit is usually conducted on site, with viewing, sampling and interviewing taking place between the opening and closing meetings. VantaSec shall have the right to schedule the on-site audit in such a way that the management system of the Client can be reviewed in the most efficient way

The Client shall provide a written declaration regarding the rectification of the recorded non-conformities, and shall undertake to rectify them within a maximum period of 30 days, during which the results of the rectification shall be sent to VantaSec. The Contractor shall perform the Service in accordance with the applicable standards and procedures.

II/3. Fulfilment of the Service

3.1. Preliminary consultation: VantaSec provides detailed information about any stage of the process.

3.2. Initial certification: If the Client requests certification of the management system for the first time or the renewal audit is completed on or after the expiry date of the certificate. Initial certification can be requested if the management system has been in operation for at least two months. Initial certification consists of two phases: Initial certification Phase 1 and Initial certification Phase 2.

3.3. Initial audit, Phase 1: The purpose of the procedure is to enable the certifier to gather sufficient and substantiated information about the entity to be certified in order to objectively assess the Client's readiness to undertake Phase 2 of the certification. In Phase 1 of the initial audit, based on the available data and documents, the following areas shall be examined, including the review of the Client's management system documentation for the preliminary assessment of the Client's suitability for certification, the assessment of the Client's territorial location, the typical conditions of the sites, the collection of necessary information on the scope, processes and sites of the management system, the related legal and other regulatory aspects and their compliance, the review of the availability of resources, the planning and performance of internal audits, management reviews.

Phase 1 of the initial audit shall take the form of a site visit, the depth and scope of which shall be determined by the risk assessment of the Client's activities in relation to the management system in question. Based on the results of the initial assessment, VantaSec shall decide on the further conduct of the audit, while the Client shall decide whether to request the conduct of Phase 2 of the certification process.

3.4. Initial Audit, Phase 2: The purpose of Phase 2 of the initial audit is for VantaSec to evaluate the implementation of the management system of the client, also assessing its effectiveness. Phase 2 of the audit shall be carried out at the site(s) of the client. VantaSec shall send an audit plan to the Client 7 days prior to the date of Phase 2 of the initial audit, but at least by the start of the audit. After describing the changes introduced to the audit as compared to the preliminary

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briefing, the audit team shall examine compliance, evaluate the existing evidence and draw conclusions from the audit. Should a non-compliance be found, the planned corrective measures shall be sent by the Client to VantaSec for approval within 7 calendar days from the last day of the audit. Following the acceptance of the planned corrective measures by the lead auditor in case of a serious deviation, the Client shall carry out the planned corrective measures within 30 calendar days and send the supporting documents to VantaSec for approval. In the case of a minor discrepancy, the implementation of the planned corrective measures shall be verified in the following year's audit. The corrective actions approved by the lead auditor and the Audit Report are the conditions for issuing a certification decision, for which VantaSec will have 60 days from the last day of the audit. Once the conditions have been met, VantaSec shall decide to issue the Certificate on the basis of the results of the Phase 2 of the initial audit.

3.5. Supervisory audit: Supervisory audits are on-site audits, which do not necessarily cover the whole system. They shall be designed in conjunction with other supervisory activities to maintain the confidence of VantaSec in that the certified management system will continue to meet the requirements between renewal certification audits. The supervisory audit shall be carried out at least once a year and shall be agreed by VantaSec with the Client 3 months in advance.

The first supervisory audit shall be carried out within 12 months of the last day of Phase 2 of the initial audit and shall be determined by a sampling on-site audit. Non-compliances shall be recorded and corrected as described in Phase 2 of the Initial Audit. VantaSec shall decide within 60 days whether the certified status can be maintained or whether an extraordinary audit should be ordered.

3.6. Renewal audit: It is used to renew or extend the certificate. It ensures continuous certification status if the renewal audit, scheduled at least 3 months in advance, is successfully completed before the expiry of the certificate.

Failure to demonstrate compliance or to implement corrective action to address significant non-compliances during the validity period of the certificate shall result in the certificate not being renewed. In the event of a settlement within 6 months of the expiry of the certificate, the certificate may be reinstated, in other cases at least one initial audit procedure under Section 2 shall be carried out.

3.7. Extraordinary audits shall be carried out at the initiative of the Client, in case the Client extends the scope of application, announces other changes, changes in standards, requirements, regulations, directives, in order to lift a suspension, or if it is necessary to verify the conformity of the issued certificate due to a third party notification, or at the initiative of VantaSec. The audit shall be carried out in accordance with the required procedures and with particular scrutiny. The purpose of an extraordinary audit is to implement the reason for the extraordinary audit at a regulatory level and in practice. If the Client fails to report the changes and/or does not undergo the extraordinary audit, the Certificate shall be revoked. The Client shall ensure that the auditor and expert of VantaSec be able to conduct their assessment without disruption during the extraordinary audit. No objections may be raised against the designated auditors or experts at this stage. The audit shall be conducted in accordance with the usual procedures.

II/4. Obligations of the Client

4.1. The Client shall ensure that the auditors and experts of VantaSec comply with the applicable occupational health and safety regulations. The Client shall make available at the audit location a room suitable for conducting the audit, such as a heated, secure room, where sanitary facilities are available.

4.2. In addition to the details specified in Sections 2 and 3, the Client shall do everything in its power to ensure that the performance of the service is not hindered or impeded in any way on

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the part of the Client, and to remove any obstacles that may arise. The Client shall assist the employees who provide the Service to the best of its ability. It shall enable the participation of observers (witness audits, observation, inspection, reception of auditor candidates).

4.3. The Client shall fulfil its payment obligations as specified in Section 6 and acknowledges that failure to perform or incomplete performance of this obligation despite a reminder may result in the suspension of the performance of the contract and subsequently the revocation of the Certificate.

4.4. The Client undertakes to maintain the certified system in the condition relevant for certification closure and recorded at the time of closure, acknowledges that in the event of changes being made without notification or without the approval of VantaSec, VantaSec may suspend the Certification (7.7) or revoke it (7.8) retroactively to the date of the change or, if this is not known, to the last certified status. The consequences set out in the provisions may be applied.

4.5. The Client undertakes to keep records of all complaints regarding the system and to inform the auditors of VantaSec thereof during supervisory, extraordinary or renewal audits.

4.6. The Client undertakes to take action in relation to any complaints about the system and any deficiencies found in the systems where this affects compliance with the certification requirements.

4.7. The Client shall acknowledge that the accreditation of VantaSec is conditional upon participation in client audits during the accreditation process in order to verify the activities of VantaSec. When selected for this purpose, the Client accepts the presence of members of the National Accreditation Authority's assessment team and, after written notification and prior agreement, shall provide the Authority with an opportunity for an on-site visit.

4.8. The Client shall comply with the standards, requirements and regulations governing the Service as set out in Section 2.1.

4.9. The Client hereby acknowledges that it is solely responsible for the implementation, maintenance and effectiveness of the certified management system and for compliance with the relevant legal requirements. The Certificate issued by VantaSec shall not exempt the Client from fulfilling its legal obligations and shall not replace any official inspections and supervisory procedures.

II/5. Obligations of VantaSec

5.1. VantaSec shall undertake to perform the certification to the best of its knowledge, impartially and in an objective manner, in accordance with the relevant standards, requirements and regulations.

It shall be liable for the performance of its auditors and experts as if it had performed the work itself.

5.2. VantaSec shall undertake to provide information about the Service during the term of the contract. Furthermore, it shall undertake to provide a quotation within the shortest possible time after receiving the request from the client and to maintain the validity of its quotation until the date specified in the quotation.

5.3. Upon becoming aware of changes relating to the Client, VantaSec shall, to the extent possible, adjust the certification process to the changes, thereby accepting the individual contract amendment initiated by the Client, unless the change proves to be substantial, in which case it shall initiate renegotiation of the contract.

5.4. VantaSec shall ensure that during the on-site phase of certification, the persons performing the work comply with the work, fire, and health and safety rules communicated in advance by the Client.

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5.5. In accordance with all relevant requirements, VantaSec shall document the audit process and store the documents in its own archives in accordance with the prevailing requirements applicable to accredited organisations and the principles of confidential data management.

5.6. In the absence of any legislation, standard, or prior written provision to the contrary received from the Client, VantaSec shall not disclose any information about the Client or its partners to third parties. VantaSec shall treat any trade secrets that come to its knowledge during the term of the contract as confidential and shall use them solely for the purpose of performing the service. This obligation of VantaSec shall remain in force for 5 years after the expiry of the contract. If, during the performance of this contract or in connection with it, the Contractor obtains knowledge of personal data processed by the Client, it shall keep such data confidential and shall not disclose it to anyone for any reason or purpose, either in its original form or in a modified, transformed or processed form.

VantaSec may include the name and address of the Client in its list of references, indicate it on the list of certified or suspended entities, and may publish on its website public information about the certification of the Client. VantaSec may forward all certified system documentation to the competent authority.

II/6. Payment terms

6.1. The Client shall pay within 8 days of the invoice date, based on the prices specified in the quotation and the contractual performance.

6.2. The Client hereby acknowledges that VantaSec is entitled to issue partial invoices after the performance detailed in Sections 3.2–3.6. In the event of failure to settle a partial invoice, Section 4.3 shall apply.

6.3. If an ordered and confirmed audit event is cancelled for reasons beyond the control of VantaSec, VantaSec shall be entitled to claim the costs incurred/availability fee (50% of the value of the ordered service, unless otherwise agreed).

6.4. VantaSec may assign to a third party any claims it has against the Client. The Client shall expressly accept and acknowledge that, due to the personal nature of the performance of the contract, the Client may not transfer its obligations and rights to any third party.

II/7. The Certificate

7.1. VantaSec shall issue a Certificate about the compliance if, based on the objective evidence collected, it has reached the conclusion, in an independent and unbiased manner, that the Client has complied with all the requirements and standards during the certification process and has met other conditions (e.g. 4.3).

The decision to issue a certificate is at the discretion of VantaSec, and it may only exercise this right if it is sufficiently convinced that the professional requirements have been met. Therefore, the issuance of a certificate cannot be demanded in litigation or in any other way.

7.2. The certification decision – including the issuance of the Certificate – shall be taken after the completion of Phase 2 of the initial certification/renewal certification and, if applicable, after the acceptance of the corrective actions.

7.3. VantaSec reserves the right to retain ownership of the report summarising the certification results, the Certificate and the certification mark even after their handing over. VantaSec reserves its copyrights to all documents bearing its logo, therefore the use, exploitation, partial or complete copying, reproduction, etc. of such documents shall only be lawful with the prior licence of VantaSec as the copyright holder.

7.4. The validity period of the certificate shall be 36 months from the date of the certification decision, provided that the results of the surveillance audit carried out within 1 or 2 years of the date of issue of the certificate are positive and there has been no revocation during that period.

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7.5. Upon financial compensation and the occurrence of standard conditions, the Certificate may be replaced, usually after an extraordinary audit has been carried out. In the case of a change of legal status (e.g. name, registered office), change of field of activity (narrowing, expansion), or in justified cases at the initiative of VantaSec, or on the basis of Section 2.2.

7.6. The Certificate may only be used for its intended purpose. Thus, it may be used to certify that the certified system complies with the relevant standards and/or regulations. To this end, the Certificate may be presented (only in complete form and content), copied, or, in accordance with point 8, the certification mark may be displayed with a clear identification of the certified system (e.g., adjacent to the name).

7.7. Suspension of certification: The issued Certificate shall be suspended with immediate effect if:

7.7.1. The Client does not initiate and/or enable the timely performance of audits at the frequency specified in the regulations, or the implementation of any ordered assessment.

7.7.2. The Client itself requests the suspension of the document.

7.7.3. The organisation does not comply with the terms and conditions agreed in the contract (e.g. does not make corrections, is late with payments despite reminders).

7.7.4. There has been a change in the data made available in accordance with Section 2.2, and the Client has not reported this.

7.7.5. The investigated complaint is justified.

7.7.6. The Client uses the Certificate and/or certification mark in a manner that is not in accordance with its intended purpose.

7.7.7. It does not choose any of the three proposed dates for the audit.

The Client hereby acknowledges that during the suspension period, the certification is invalid, therefore the use of the Certificate or certification mark during this period is unlawful and may result in legal consequences. The suspension period may be a maximum of three months (3 months). VantaSec shall inform the Client about the suspension and may publish the Client's name on its website, indicating that the Client's account has been suspended.

7.8. Revocation of the Certificate

If the Certificate is withdrawn, VantaSec shall inform the Client in writing. Upon receipt of the notification, the Client is obliged to immediately cease all references to the certification and the use of the certification mark.

The issued Certificate shall also be physically revoked from the Client if:

7.8.1. The Client has made improper use of the Certificate and/or the certification mark.

7.8.2. The facts established during the inspection prove that the conditions existing at the time of issuing the Certification are no longer met.

7.8.3. The reason underlying the suspension continues to exist even after the expiry of the maximum three-month period specified for the suspension.

7.8.4. The Client fails to fulfil its payment obligation despite receiving a payment notification.

7.8.5. The Service Agreement ceases to exist or is terminated, and consequently, the conditions for maintaining the Certificate are no longer met.

7.8.6. The Client does not comply with these General Terms and Conditions and the specific contract in general.

When notified about the revocation of the Certificate, the Client shall return the Certificate(s) to VantaSec for invalidation without delay or at most within 8 days. Failure to do so will result in presumed improper use of the Certificate by the Client. Furthermore, the Client is required to immediately cease all references to the certification and the use of the certification mark.

7.9. Narrowing the scope of the certificate: if the Client has consistently or significantly violated the requirements for the scope of the certification or parts of it, VantaSec may narrow the scope of the certificate, excluding the parts that do not comply with the requirements.

7.10. It shall be considered improper use of the Certificate if the Client uses the Certificate in a manner that is not in accordance with its intended purpose or contrary to the terms and

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conditions of the General Terms and Conditions. The following shall be considered improper use:

- 7.10.1. any reference to an area exceeding the certified area, or any other misleading reference, or unclear or ambiguous information,
- 7.10.2. partial copying or partial use of the Certificate,
- 7.10.3. changing the content of the Certificate,
- 7.10.4. use of a suspended or invalid Certificate (use of the certification mark contrary to the regulations).
- 7.11. When referring to the certified management system, the Client shall undertake to:
 - 7.11.1. act in accordance with the applicable instructions of VantaSec at all times (in particular on the website, in offers, contracts, advertisements and other communication materials),
 - 7.11.2. not make or tolerate misleading statements about the certification,
 - 7.11.3. not use the Certificate, any part of the Certificate or the certification marks in a misleading manner,
 - 7.11.4. in the event of suspension or revocation of the Certificate, immediately cease all advertising, communication and documents referring to the certified status and shall act in accordance with the instructions of VantaSec,
 - 7.11.5. in the event of a reduction in the scope of certification, amend all promotional material and communications accordingly,
 - 7.11.6. not give the impression that the certification is a direct certification of a product, service or process,
 - 7.11.7. not imply that certification extends to activities, sites or departments outside the scope of certification,
 - 7.11.8. refrain from using the certification in a way that could damage the reputation of VantaSec and public confidence in the certification system.

II/8. Use of the VantaSec certification mark

- 8.1. VantaSec is the proprietor of the certification mark (trademark, logo, name) which is protected by registration and copyright. VantaSec authorises the use of the certification mark by issuing the Certificate to the Certificate holder, subject to the following conditions:
 - 8.1.1. Unless otherwise agreed, the certification mark may only be used in the form (shape, size, colour) specified by VantaSec.
 - 8.1.2. Only certification marks that comply with the certified, verified requirements, norms and standards may be used. When used, it shall be traceable back to the certification body and shall only be used to refer to the compliance of the certified system, and shall not be used to imply that another system, organisation or service may be directly certified. The mark shall not be used in a report about a laboratory test, calibration or inspection.
 - 8.1.3. The Client shall be responsible for the lawful use of the certification mark. Therefore, it cannot make any misleading statements about the certification of the system.
 - 8.1.4. The use of the certification mark is allowed only during the period of validity of the Certificate, and the suspension, expiry, revocation, termination of the General Terms and Conditions, termination of the specific contract, etc., shall also mean the termination of the right of use.
 - 8.1.5. Unlawful use of the certification mark by the Client may result in consequences: VantaSec may demand the termination of improper use, or the making of corrections.
 - 8.1.6. In case of inappropriate corrections, or if the unlawful use persists after suspension or revocation, VantaSec may claim damages, disclose the unlawful use, take legal action: in general, it may use all legal means to protect its rights and interests.

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8.1.7. The Client may not use the certification mark of VantaSec or the reference to certification on the product or on the product packaging visible to the consumer in a way that gives the impression of certification of the product or service.

8.1.8. If the Client refers to the certified management system on the product packaging or in an accompanying document, it may only do so in a textual form that clearly indicates that the certification refers to the management system and not to the product itself (e.g. "The management system of [Client's name] is certified by VantaSec according to ISO ...").

II/9. Limitation of liability

9.1. VantaSec may be held liable solely for the professional and contractual performance of the services defined in the contract and in the present General Terms and Conditions. The liability of VantaSec for damages, with the exception of damages caused intentionally, shall be limited to the amount of net fee actually paid by the Client for the services rendered.

II/10. Force majeure

10.1. If VantaSec fails to fulfil its contractual obligations due to reasons beyond its control (force majeure, war, uprising, rebellion, terrorist acts, strikes, etc.) or lack of authorisation (loss of, failure to obtain, etc. such authorisation), VantaSec shall not be held liable for the consequences of the failure to perform, and the Client shall be obliged to compensate for the partial performance proportionally or in accordance with the schedule of fees.

II/11. Communication

11.1. Any legal statement made during the preparation of the contract, the arrangement of the service, and its performance shall be valid if it is made or confirmed by a person who is authorised to undertake obligations on behalf of the given Party. It shall also be effective if the person entitled to undertake the obligation has demonstrably transferred his or her rights to another party (authorisation). Sub-delegation is not possible. The individual contract shall state the address (postal address) to which notification of service shall be deemed to be valid. Unless otherwise specified by the Parties, notifications shall be answered within 8 days.

II/12. Amendments

12.1. VantaSec shall have the right to amend these General Terms and Conditions unilaterally, but the amendment shall only be effective for the contracts already concluded if the Client does not object within 30 days from the date of publication, postal or electronic notification of such amendment. Should an objection be raised, the version in force at the time of conclusion of the contract or the version in force at the time of the objection shall apply.

In case of changes in standards, regulations or legislation, VantaSec shall be entitled to unilaterally amend the General Terms and Conditions irrespective of the contract concluded, if the amendment implements such changes. The Client acknowledges this right of VantaSec.

II/13. Invalidity

13.1. Should any provision of the General Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions.

II/14. Legal remedies, complaints and appeals

14.1. The Client shall have the right to appeal against the certification decision of VantaSec in the manner and within the time limits specified in the separate document "Handling of Appeals and Complaints" published by VantaSec. The process and availability of the appeal procedure is publicly available.

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14.2. VantaSec shall provide information on the complaint procedure free of charge in case of client complaints arising during the certification procedure. Complaints shall be investigated by the Certification Director of VantaSec within 60 days of receipt of the written notification.

II/15. Termination and suspension of the contract

15.1. The General Terms and Conditions, the individual contract and the Certificate govern an interconnected legal relationship. The termination or cancellation of the individual contract may affect the validity of the Certificate in accordance with the present General Terms and Conditions and the applicable certification requirements; the validity of the Certificate shall cease, or be suspended, restricted, or withdrawn solely on the basis of the relevant professional, standard-related and contractual conditions.

15.2. The Parties may terminate the contract if the changes notified are substantial but the initiative to amend the contract has been unsuccessful. The Service that has been provided until termination shall be compensated.

15.3. The Client may terminate the contract by notice of termination, but the performance to date shall be compensated.

15.4. VantaSec may terminate the contract by giving 8 days' notice of termination in the event of suspension or revocation of its rights or designation.

15.5. VantaSec may terminate the contract at any time by giving 8 days' notice.

15.6. Either party may terminate the contract with immediate effect if the other party is in material breach of contract, becomes unable to perform (is being placed in liquidation, winding-up proceedings, etc.).

15.7. The validity of the Certificate may be terminated, suspended, restricted or withdrawn solely on the basis of the present General Terms and Conditions and the applicable certification requirements.

15.8. If the Certificate is suspended, withdrawn, or expires, or becomes invalid for any other reason, the Client shall immediately cease all references to the Certificate and the certification by VantaSec that are contrary to the current certification status and shall modify or remove the certification marks, logos and references from all communication materials, documents and electronic interfaces corresponding to the actual certification status.

II/16. Confidentiality

16.1. VantaSec shall treat all information and data concerning the Client as confidential, except for the publicly available data as defined in Section 5.6 and in this Section 16 of these General Terms and Conditions. All other information not disclosed by the Client – with the exception of information required by law – shall be deemed to be confidential and may be disclosed by VantaSec to third parties only with the prior written consent of the Client or on the basis of a legal authorisation.

The provisions concerning confidentiality, copyright and trade secrets shall remain in force for 5 years from the date of termination, irrespective of the way in which the contract is terminated.

Information covered by confidentiality may not be disclosed to third parties, unless otherwise provided by the other party or by any legal regulation.

II/17. Applicable law

17.1. Irrespective of the place of performance, the address or domicile of the Parties, or the accreditation body of the certificate in question, this contract and any other agreement entered into in connection with this contract shall be governed by Hungarian law without reference to its rules of any other law. The governing language for contracts and documents shall be the Hungarian. The Buda Central District Court or the Budapest Metropolitan Court shall, depending on jurisdiction, hear and determine any legal disputes arising from this contract.

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The official language of the contract and the certification process is Hungarian.

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PART III – General Terms and Conditions for the certification of ESG reports (MSZ EN ISO/IEC 17029:2020 Verification Activity)

III/1. Area of validity, subject matter

1.1. The present General Terms and Conditions contain the general terms and conditions relating to all contractual relationships between VantaSec Kft. (hereinafter referred to as VantaSec) and the Client (hereinafter collectively referred to as Parties) for the certification of ESG reports. By agreement of the Parties, the provisions of these General Terms and Conditions shall also apply to contractual relationships previously established between the Parties.

The General Terms and Conditions shall, in particular, apply to the Service Agreement, the Quotation, information sheets, declarations and correspondence generated or handed over during performance, as well as all to other documents used during the certification of the ESG report. Upon acceptance of the Service Agreement or the Quotation by the Client, the present General Terms and Conditions shall become part of the contract. Save where otherwise provided by the individual contract, the provisions of these General Terms and Conditions shall apply.

VantaSec conducts its ESG certification activities in accordance with applicable legislation, the MSZ EN ISO/IEC 17029:2020 standard, relevant applicable standards, and the accreditation requirements of the National Accreditation Authority in force.

The Client shall ensure that all data, information, documents, declarations and evidence subject to the ESG certification are true, complete, accurate, up-to-date, and verifiable. The Client takes note that VantaSec shall base its conclusions on the information made available in the process of ESG certification and on the objective evidence it has obtained.

VantaSec may engage external experts or other contributors to perform specific professional tasks related to ESG certification activities, subject to compliance with applicable laws, standards and accreditation requirements. VantaSec guarantees that the selection, competence assessment, supervision, and activities of the contributor comply with the relevant legislation, standards and accreditation requirements. VantaSec shall be liable for the activities of the contributor as if it had performed the work itself, and shall inform the Client in advance of the engagement of the contributor – where such notification is required by law, standard, accreditation requirement or an agreement between the Parties.

The subject of the Service is the independent, impartial, and objective ESG certification of the ESG report and related documents – as well as the supporting data, information, declarations, and evidence – provided by the Client, and, depending on the outcome of the ESG certification, the issuance of a certification report in compliance with applicable laws and standards and – in the event of positive certification decision – an ESG certificate.

III/2. The Service in general

2.1. Data provision

If so requested by VantaSec, the Client is required to make available to VantaSec all accurate, complete, and up-to-date information, data, documents and other evidence necessary for the performance of the ESG certification service. The Client shall ascertain that the information provided is correct, complete, accurate and lawful.

In the process of requesting quotations, the Client provides VantaSec with the information specified in the Request for Quotation form. Relying on that information VantaSec shall – in particular – assess the scope and complexity of the ESG certification assignment, the risks, any potential conflicts of interest, the required expertise, resource requirements, and the length of time it is estimated to take.

Prior to the conclusion of the contract, the Parties shall record in writing the subject matter and scope of the ESG certification, the applicable requirements and methodology, the material

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limitations of the assessment methods, the fees, the timeframe and deadline for performance, and the principles governing the handling and retention of documents of the ESG certification process. These requirements may be stipulated in the individual Service Agreement, the accepted price quote and also in their enclosures.

For the purpose of the assessment prior to the conclusion of the contract, the Client shall make available to VantaSec information concerning, in particular, the organization's activities, operational locations, legal and organizational structure, governance model, and the systems and processes used for generating and managing ESG data, as well as – where available – certification reports prepared by other ESG certifiers during the preceding three financial years and other data necessary for assessing the risks associated with the ESG certification.

The Client declares that it has fulfilled the notification requirement prescribed by law regarding ESG contributor(s).

From the request for quotation until the conclusion of the ESG certification process, the Client shall provide – in Hungarian – the documents, data and information specified in the relevant legislation, as well as any other relevant documents, declarations and evidence necessary for conducting the ESG certification and formulating the certification conclusion.

The Client is responsible for the reliability, completeness and accuracy of the data, documents, and information provided. Any additional costs and extra work resulting from the provision of incomplete or inaccurate data shall be covered by the Client. VantaSec is entitled to request that the information provided be supplemented or clarified at any stage of the ESG certification process.

The Client acknowledges that if the data, documents, or evidence necessary for conducting the ESG certification are not provided, or are provided with discrepancies as to content, the ESG certification process may become unsuitable for forming a conclusion based on limited or reasonable assurance, which may result in the issuance of an assurance report containing a negative or limited conclusion.

VantaSec is responsible for the professional use and evaluation of publicly available information used during the ESG certification process.

The Client acknowledges that the National Accreditation Authority, as well as other competent authorities acting on the basis of the law, may inspect the documents used or created during the ESG certification in accordance with the relevant laws and accreditation requirements.

If VantaSec detects circumstances indicating fraud, intentional deception, or other unlawful conduct during the ESG certification process, it is entitled and obligated to notify the competent authority within the framework of, and in accordance with, the relevant legislation.

2.2. Managing changes

In the event that any new risk, information or limitation affecting the certification activity arises during the ESG certification process, VantaSec is entitled to review and modify the certification plan, provided that the final completion deadline remains unchanged. The Client shall be informed of any modification in writing.

In the event of any change arising regarding the Client's ESG report that is likely to affect the outcome of the ESG certification, the Client is required to notify VantaSec without delay. Such notification may be made using the Change Notification Form (www.VantaSec.hu) or by ad hoc written notice.

2.3. Setting deadlines

VantaSec assesses resource requirements (conduct a preparedness review), prepares a risk analysis and a certification plan and, if it finds that ESG certification is feasible, schedule the certification audit to take place within 45 days of receipt of the report, ascertaining that such timeframe is sufficient for any review that may become necessary for the materiality analysis, risk analysis or other ESG certification activities in the event where new circumstances should arise.

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VantaSec communicates the audit dates to the Client, and it shall be confirmed by the Parties in writing upon signing the ESG certification quotation.

The Client shall cover any additional certification costs arising from changes, whether occurring within or beyond the specified timeframe, attributable to the Client (particularly due to postponement or lack of information) or resulting from the emergence of new risks, and shall also assume responsibility for the consequences of any failure to obtain the ESG certification.

2.4. Agreement on personnel

The Client has the right to raise objections in writing regarding the ESG certifier and experts appointed by VantaSec 8 days prior to fulfilment at the latest.

2.5. Presence

The Client's representative or duly authorised employee, as well as persons providing services on behalf of VantaSec without representative rights (ESG certifiers and/or experts) shall participate in all on-site ESG certification events.

2.6. Information

VantaSec shall provide information about the ESG certification process upon request before or during any event associated with the process.

2.7. Consultation on the designated ESG certification team

Up to eight days prior to the completion of the ESG certification process, the Client is entitled to object in writing to the composition of the ESG certification team designated by VantaSec and to request the appointment of a new ESG certification team. The Client acknowledges that the appointment of a new ESG certification team may result in a reduction of the available timeframe.

2.8. The ESG certification process

In the certification process VantaSec checks compliance with the sustainability requirements defined by the relevant legislation, acting in accordance with the relevant legal provisions and the requirements of MSZ EN ISO/IEC 17029:2020.

In the ESG certification process, VantaSec employs the assessment methods specified in the relevant legislation, specifically document review, interviews, on-site inspections, online audits, collection of objective evidence, examination of data generation systems and processes, data verification, cross-verification and analytical procedures. As far as analytical procedures are concerned – where applicable based on the specific ESG report and available data – VantaSec performs time sequence and ratio analysis, benchmarking against external reference values, data-driven non-compliance analysis and an examination of the relationships between financial and ESG indicators.

VantaSec shall record the events of on-site inspections in a report and shall provide a copy thereof to the Client. The Client may submit written comments within 3 days of receipt of the report. The comment forms part of the report, and VantaSec evaluates it during the ESG certification process in accordance with the relevant legal and professional requirements.

The certification process conducted within 45 days of receipt of the ESG report shall be concluded by means of a certification report showing the outcome of ESG certification process.

If the certification report finds that the ESG report is compliant, VantaSec shall issue an ESG certificate for the ESG report.

The ESG certificate contains the data and information prescribed by legislation and the relevant standard.

VantaSec maintains a record of identified misstatements and calls upon the Client to carry out corrective actions, except if doing so would jeopardize adherence to the ESG certification schedule; in such a case, it formulates its conclusion regarding the ESG certification based on the information at its disposal.

2.9. Conditions for issuing an ESG certificate

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Issuing the ESG certificate is conditional upon a certification report containing positive conclusions and a verification statement required in accordance with the relevant legislation. The Client's obligation to pay the fee applies regardless of the outcome of the ESG certification or the issuance of the ESG certificate.

2.10. Exercise of supervisory powers

VantaSec is required to present, for inspection purposes and upon the request of the competent authority, the documents relating to the ESG certificate it has issued as well as those generated and stored during the ESG certification process, which may entail their physical release from VantaSec's archives, and the competent authority may also conduct on-site inspections. VantaSec shall inform the Client of such inspections in writing.

2.11. Fraudulent conduct

VantaSec takes action against the dissemination of intentionally misleading, concealed, or false information, as well as against any other fraudulent conduct. The regulations on how to handle fraudulent conduct is publicly available on the website of VantaSec.

III/3. Fulfilment of the Service

3.1. Registration: At the beginning of the ESG certification process, the Client is required to provide data and information regarding the ESG report to be certified. VantaSec shall keep a record of the information made available. VantaSec assesses the feasibility of ESG certification in terms of resources (competent, impartial ESG certification team, time, etc.) and risk, and then decides on the feasibility of the ESG certification process. In the case of a negative decision, or if the Client does not accept the price quoted, the legal relationship between the Parties shall terminate without any further legal statement, and the Client shall suffer the consequences thereof (such as loss of time and forfeiture of the registration fee).

3.2. ESG certification: ESG certification covers the examination of the data and information provided and confirms that:

- all ESG certification activities were carried out in accordance with the agreement and the verification program;
- the evidence collected is sufficient to support the ESG certification conclusion;
- the Client addressed and documented the material misstatements revealed during the conformity assessment.

The designated ESG certification team – approved by the Client – analyses all information and objective evidence gathered during the execution of the task and then determines the conclusions of the ESG certification.

VantaSec evaluates the documents submitted by the ESG certification team in order to reach a certification decision, which is made by an authorised expert independent of the ESG certification team.

Within 45 days after evaluation of the above, VantaSec prepares a certification report. An ESG certificate may be issued only if the certification report contains positive conclusions and a verification finding is made in accordance with the relevant legislation; the certificate contains the data and information prescribed by legislation and the relevant standard.

III/4. Obligations of the Client

4.1. The Client shall ensure that the ESG certifiers and experts of VantaSec are enabled to comply with the applicable occupational health and safety regulations and fire codes. The Client shall make available at the site of ESG certification a room suitable for conducting the certification process, such as a heated, secure room, where sanitary facilities are available.

4.2. In addition to the details specified in Sections 2 and 3, the Client shall do everything in its power to ensure that the performance of the service is not hindered or impeded in any way on the part of the Client, and to remove any obstacles that may arise. The Client shall assist the

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persons who provide the service to the best of its ability and shall allow the participation of observers, representatives of the accreditation body and ESG certification candidates.

4.3. The Client shall fulfil its payment obligations as specified in Section 6. In the event of non-compliance with the payment obligation despite a written notice, VantaSec is entitled to suspend contractual activities not yet started or that can be interrupted without violating legal or professional requirements, and to enforce its claims arising under the present General Terms and Conditions and the relevant legislation. The issue of an ESG certificate, as required by law based on a positive certification result, cannot be refused solely on the grounds of non-payment of the fee.

4.4. The Client undertakes to retain the data, information and circumstances – existing and documented at the time of closure of the certification process – underlying the certified ESG report. It acknowledges that in the event of a material change affecting the outcome of the ESG certification that is not notified to VantaSec, VantaSec is entitled to review the ESG certificate issued and to take the measures laid down in these General Terms and Conditions.

4.5. The Client undertakes to keep records of all complaints related to the certified ESG report and to make such records available when so requested by VantaSec or during subsequent ESG certification procedures.

III/5. Obligations of VantaSec

5.1. VantaSec undertakes to carry out ESG certification activities to the best of its knowledge, impartially and in an objective manner. It shall be liable for the performance of ESG certifiers and experts as if it had performed the work itself.

5.2. VantaSec undertakes to provide information about the Service during the term of the contractual relationship. Furthermore, it undertakes to provide a quotation within the shortest possible time after receiving the request from the Client and to maintain the offer until the date specified in the quotation.

5.3. Upon becoming aware of changes relating to the Client, VantaSec shall, to the extent possible, adjust the ESG certification process to such changes, thereby accepting the amendment of the individual contract initiated by the Client, except if the change proves to be substantial, in which case it shall initiate renegotiation of the contract.

5.4. VantaSec shall ensure that during the on-site audit the persons performing the work comply with the work, fire, and health and safety rules communicated in advance by the Client.

5.5. In accordance with all relevant legislation, standards and other requirements, VantaSec shall document the ESG certification process and store the documents in its own archives in accordance with the principles of handling confidential data. It shall retain the certification report, the risk analysis documents and the certification documentation related to ESG certification that must be preserved by law for at least 7 years, and shall retain documents concerning conflicts of interest, impartiality, quality management and other matters that are subject to a statutory 5-year retention period for at least 5 years. Where a longer retention period is prescribed by legislation, standard or accreditation requirement, such longer period shall apply.

5.6. In the absence of any legislation, standard, or prior written instruction to the contrary received from the Client, VantaSec shall not disclose any information about the Client or its partners to third parties. VantaSec shall treat any trade secrets that come to its knowledge during the term of the contract as confidential and shall use them solely for the purpose of performing the service. This obligation shall remain in effect for 7 years after the expiry of the contract. If, during or in connection with the performance of the contract, VantaSec obtains any personal data processed by the Client, it shall treat such data confidentially and – unless otherwise provided by law – shall not disclose it to third parties or use it beyond the extent necessary for the performance of the contract.

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5.7. VantaSec is entitled to include the Client's name and registered office in its reference list and – except where otherwise provided for by the Client in writing – to publish on its website the fact that it has issued an ESG certificate for the Client's ESG report. VantaSec shall transmit or make available to the competent authority the data and documents related to ESG certification as prescribed by law. VantaSec shall submit the statutory notification to the SZTFH within 8 days of the conclusion of the contract for ESG certification, including, in particular, the Client's name and tax number, the starting date of the certification engagement, and the statutory declaration regarding conflicts of interest.

III/6. Payment terms

6.1. The Client shall pay within 8 days of the invoice date, based on the prices specified in the quotation and the contractual performance.

6.2. The Client hereby acknowledges that VantaSec is entitled to issue progress invoices after the contractual performance of service sections. In the event of failure to settle a progress invoice, Section 4.3 shall apply.

6.3. If the ordered and confirmed ESG certification is cancelled for reasons beyond the control of VantaSec, VantaSec shall be entitled to claim the costs incurred and/or an availability fee (50% of the value of the ordered service, unless otherwise agreed).

6.4. VantaSec may assign to a third party any claims it has against the Client. The Client expressly accepts and acknowledges that, due to the personal nature of the performance of the contract, the Client may not transfer its obligations and rights arising from the individual contract to any third party without the prior written consent of VantaSec.

III/7. The ESG certificate

7.1. At the conclusion of the ESG certification process – based on the gathered evidence, documentation, site visits, interviews, and analytical procedures – VantaSec draws a reasoned conclusion (certification report) regarding the reliability of the data contained in the ESG report and the adequacy of the information contained therein. The conclusion shall be considered positive if sufficient reliable, relevant, and appropriate evidence is available, the ESG report does not contain material misstatements, and the information provided by the Client is not incomplete. Otherwise the conclusion of VantaSec is considered negative, and it shall refuse to issue the ESG certificate.

VantaSec shall provide a copy of the certification report and the related documents to the Client together with the ESG certificate if its conclusion is positive, or within 8 days if the conclusion is negative.

VantaSec shall prepare the certification report in Hungarian. If the certification report is made out in a foreign language, VantaSec shall provide for an official Hungarian translation as prescribed by law. As regards the language and mandatory contents elements of the ESG certificate, the statutory requirements in effect shall apply.

VantaSec shall retain the certification report and the related documents for at least 7 years.

The certification decision regarding the issuance of the ESG certificate is the exclusive professional decision of VantaSec, and it may be made only after it has confirmed that all applicable requirements have been met. VantaSec shall ensure that only persons who are not subject to any conflict of interest compromising the impartiality of the decision participate in formulating the conclusion on ESG certification and in making the decision to issue the ESG certificate, and that they base their conclusion or decision solely on objective evidence obtained during the ESG certification process. In the absence of professional requirements, the issue of an ESG certificate cannot be demanded.

7.2. VantaSec reserves the right of ownership regarding the assurance report, the ESG certificate, and the related documentation. Furthermore, VantaSec reserves its copyrights to all

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documents bearing its logo, therefore the use, exploitation, partial or complete copying, reproduction, etc. of such documents shall only be lawful with the prior written consent of VantaSec.

7.3. The ESG certificate pertains to a specific ESG report, and shall be valid for 5 years from the date of issue.

7.4. The ESG certificate may be replaced subject to financial compensation in the event of a legally effective change that does not require evaluation (e.g., change of name or registered office), or in duly justified cases at the initiative of VantaSec, or upon the notification of changes referred to in Section 2.2.

7.5. The ESG certificate may be used solely for the purposes intended. The Client shall have the right to make reference to the fact that VantaSec has issued an ESG certificate for its ESG report. The ESG certificate may be presented, and copies may be made thereof only in whole. Any reference to the ESG certification may only be made in a way that is not misleading and does not create the impression that the ESG certification covers other products, services or activities of the Client.

7.6. VantaSec is entitled to conduct a professional review of the ESG certificate issued and, where so justified by applicable legal, standard, or accreditation requirements, to limit its validity, particularly in the following cases:

- where, following the conclusion of the ESG certification process, any new fact, information or evidence comes to light that is likely to substantially affect the conclusion of the certification report or the validity of the ESG certificate;
- the Client fails to notify any change referred to in Section 2.2 that substantially affects the outcome of the ESG certification;
- the Client uses the ESG certificate or the certification mark in a manner inconsistent with its intended purpose or in a misleading way;
- the review or the limitation of the validity of the ESG certificate is required by legislation, regulatory action, standard or accreditation requirement.
- VantaSec shall notify the Client of the review, including the outcome thereof and any ensuing action, in writing.

7.7. VantaSec is entitled to revoke the ESG certificate issued if:

- it is determined, as a result of the review under Section 7.6, that the professional or statutory conditions for the issue of the ESG certificate were not met, or that maintaining the certificate is not justified;
- it is established based on facts that became known subsequently that the ESG report, or the underlying data and information, contained any material misstatement or demonstrably intentionally misleading data at the time of the ESG certification;
- the Client uses the ESG certificate or the certification mark unlawfully or in a misleading way, and failed to cease doing so despite VantaSec's request;
- the revocation of the ESG certificate is required by law, regulatory action, standard or accreditation requirement;
- the present General Terms and Conditions or the individual Service Agreement ceases to exist or is terminated, and consequently, the conditions for maintaining the ESG certificate are no longer met;
- the Client commits a material or repeated breach of the present General Terms and Conditions or the Service Agreement that directly affects the professional merits or lawful use of the ESG certificate.

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When notified about the revocation of the ESG certificate, the Client shall terminate all references to the ESG certificate without delay, and shall return the original ESG certificate upon request by VantaSec without delay, at the latest within 8 days for invalidation.

7.8. If the Client uses the ESG certificate for purposes other than intended or contrary to the provisions of these General Terms and Conditions, it shall be deemed an abuse of the ESG certificate. Such abuse may, in particular, consist in:

- any reference to the ESG certificate that does not relate to the ESG certified ESG report, or that contains other misleading or unclear information;
- partial copying or partial use of the ESG certificate;
- altering the contents of the ESG certificate;
- making reference to, or using an ESG certificate that is suspended, invalid, or is otherwise inapplicable.

III/8. Use of the VantaSec certification mark

8.1. VantaSec is the sole proprietor of the certification marks, name, trade mark and other distinguishing mark of VantaSec, which are protected by copyright and, where applicable, are under protection of industrial property rights. VantaSec authorizes the use of the certification mark in connection with the ESG certificate issued, subject to the conditions set out in these General Terms and Conditions.

- The certification mark of VantaSec may be used solely in the form specified by VantaSec (shape, size, colour), unless otherwise agreed in writing.
- The certification mark may be used only for the purpose of reference to the certified ESG report. It must be clearly evident during its use that the ESG certification applies exclusively to the specific ESG report in question, and it must not create the impression that any other report, product, service, organization, or activity has also received ESG certification.
- The Client shall be responsible for the lawful use of the certification mark. The Client shall not make any misleading statement regarding the outcome or scope of the ESG certification.
- Use of the certification mark is permitted solely in conjunction with lawful reference to the ESG certification. The revocation, expiration, restriction of validity of the ESG certificate, or loss of validity for any other reason shall terminate or restrict the right of use accordingly. The termination of the individual contract affects the right of use in itself only if it also has an impact on the validity of the ESG certificate.
- In the event of any unlawful use of the certification mark, VantaSec shall call upon the Client to cease the unlawful use and to make the necessary corrections.
- If the Client fails to cease the unlawful use despite a formal notice to do so, VantaSec is entitled to claim compensation for damages, make the infringement publicly known, file for court or other legal proceedings, and take any other lawful measures to protect its rights and legitimate interests.

III/9. Limitation of liability

9.1. VantaSec may be held liable solely for the professional and contractual performance of the services defined in the Service Agreement and in the present General Terms and Conditions. The liability of VantaSec for damages, with the exception of damages caused intentionally, shall be limited to the net amount of the contractual fee actually paid by the Client for the services rendered.

III/10. Force majeure

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10.1. VantaSec shall not be held liable for performing its contractual obligations with delay or improperly, or for non-performance if it is attributable to reasons beyond VantaSec's control, or due to any unavoidable circumstance (force majeure), in particular natural disaster, war, armed conflict, terrorist act, strike, regulatory action or any other unavoidable external circumstance. If the force majeure event allowed for the partial performance of the Service, the Client is required to pay the price for the services performed in accordance with the contract up to that point, based on the fees specified in the Service Agreement.

III/11. Communication

11.1. Any legal statement made during the preparation of the contract, the arrangement and performance of the service shall be valid if it is made or confirmed in writing by a person who is authorised to undertake obligations on behalf of the given Party.

The right of representation or the entitlement to make commitments may be transferred to another person solely under a power of attorney made in writing. Such delegation may not be further transferred.

The Parties shall indicate in the Service Agreement their official contact points and service addresses. Unless otherwise agreed, notices sent in accordance with the present General Terms and Conditions shall be replied within 8 days of receipt.

III/12. Amendments

12.1. VantaSec shall be entitled to unilaterally amend the present General Terms and Conditions. With respect to existing Service Agreements, the amendment shall become effective if no objection is raised by the Client within 30 days of the publication of the amendment or receipt of the written notification regarding the amendment. If an objection is made, the provisions of the General Terms and Conditions in effect at the time of conclusion of the contract, or at the time of the last adopted amendment shall apply to the legal relationship of the Parties.

12.2. In the event of any amendment in legislation, accreditation requirement, standard or other mandatory provision, VantaSec is entitled to make changes in the present General Terms and Conditions consistent with the new requirements. The Client acknowledges that such amendment serve the purpose of compliance with legal and professional requirements.

III/13. Invalidity

13.1. If any provision of the present General Terms and Conditions proves to be invalid or unenforceable, it shall not affect the validity and applicability of the remaining provisions. The Parties shall replace such invalid or unenforceable provision with a valid provision that most closely reflect the legal and economic objective thereof.

III/14. Legal remedies

14.1. The Client shall have the right to lodge a complaint or appeal against the ESG certification process, the certification decision or against the activities of VantaSec.

The investigation of complaints and appeals shall be carried out, and the ensuing decisions made by a person or body that was not involved in the relevant conformity assessment, audit, certification or ESG certification process, or in the preparation of the decision.

Upon request, VantaSec shall provide information to the Client free of charge about the way it handles complaints and appeals.

VantaSec shall investigate the complaint or appeal impartially, properly documented based on its internal rules of procedure, and shall notify the Client of the decision in writing. Such investigations shall be completed within 60 days from the date of receipt of the submission, in the absence of legal provisions to the contrary.

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III/15. Termination and suspension of the contract

15.1. The scope of the General Terms and Conditions, the individual Service Agreement and the ESG certificate are aligned. The termination or cessation of the individual Service Agreement may also have an impact on the validity of the ESG certificate in accordance with the relevant provisions of the present General Terms and Conditions.

15.2. The Parties shall be entitled to terminate or cancel the Service Agreement by mutual consent. The contract may also be terminated due to material changes notified by the Client, provided that consultations aimed at amending the contract prove unsuccessful. The Client shall pay the price charged for the services rendered contractually up to the time of termination.

15.3. The Client shall be entitled to terminate the Service Agreement by notice. Such termination shall have no bearing on the obligation of payment for services rendered.

15.4. VantaSec shall be entitled to terminate the Service Agreement by notice, if its entitlement to perform ESG certification activities or its accreditation is suspended or revoked in part or in whole. The period of notice shall be 8 days.

15.5. VantaSec shall be entitled to terminate the Service Agreement by notice, subject to an 8-day notice period.

15.6. Either party may terminate the Service Agreement with immediate effect if the other party is in material breach of contract, or in the event of any circumstances arising based on which performance of the contract becomes impossible, in particular, upon the opening of liquidation, involuntary de-registration or winding-up proceedings.

15.7. The validity of the ESG certificate may be terminated, reviewed, restricted or revoked in accordance with the provisions of the present General Terms and Conditions.

III/16. Confidentiality

16.1. VantaSec shall treat as confidential any information generated, processed and stored in connection with its ESG certification activities. VantaSec shall provide to the Client in advance information that is publicly available or may be disclosed pursuant to legislation, official regulations, accreditation requirements or the rules of the ESG certification system.

Where VantaSec is required by law, regulatory order or accreditation requirement to disclose confidential information, it shall notify the Client thereof, provided that this is not excluded by law.

Obligations relating to confidentiality, trade secrets and the protection of intellectual property shall remain in effect for a period of 7 years from the date of termination of the contract.

Confidential information may be disclosed to a third party solely with the prior written consent of the Client, or on the basis of a legal provision, an authority request or an accreditation requirement.

In processing personal data, VantaSec shall proceed in accordance with the relevant data protection laws.

III/17. Applicable law

17.1. The provisions of Hungarian law shall apply to the present General Terms and Conditions, the individual Service Agreement and all legal relationships established between the Parties in connection with the ESG certification service – regardless of the place of performance, the registered offices or nationalities of the Parties, or the registered office of the accreditation body – to the exclusion of rules of private international law regarding conflict of laws.

The official language of the contract and the ESG certification process is Hungarian.



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Any legal disputes arising from the present General Terms and Conditions or from the legal relationship established hereunder shall be resolved, depending on jurisdiction, exclusively by the Buda Central District Court or the competent court with jurisdiction.

The present General Terms and Conditions shall enter into force on the day of its publication.

Date of publication: 6 September 2026

Daniel Spérczel sgnd
Managing Director
VantaSec Kft.