



# General Terms and Conditions

for the certification services provided by VantaSec Kft.

## PREAMBLE

This document contains the General Terms and Conditions relating to the contract concluded between VantaSec Kft. (registered office: H-1123 Budapest, Nagyenyed utca 16. 1. em. 6., hereinafter referred to as VantaSec Kft.) and its Clients (hereinafter collectively referred to as Parties) regarding the accredited certification services provided by VantaSec Kft.

The General Terms and Conditions consist of two separate but identically structured parts:

**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)

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

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

For a given Service Agreement, Quotation, and related documents, the section relating to the type of service specified as the subject of the contract (management system certification or product certification) shall apply. Should the Parties enter into a contract with the same Client for both management system certification and product certification at the same time, the provisions of the two parts shall be applicable in parallel, in a supplementary manner, with regard to the service in question.

An individual contract (Service Agreement, Acceptance of Quotation) may supplement the provisions of the General Terms and Conditions applicable to it, as necessary, or, in the case of an explicit provision, may override them. Issues not regulated herein shall be governed by the applicable Hungarian law, in particular the provisions of the Civil Code.

**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 Kft. 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 Kft. is entitled to appoint a subcontractor to perform the assessment. Should it be necessary to involve a subcontractor in the assessment, VantaSec Kft. 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 Kft., the Client shall provide VantaSec Kft. 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.

Within this framework, the Client shall provide VantaSec Kft. with the relevant documentation on paper or in electronic form for the purpose of assessment within 5 days, at least 5 days prior to the audit, but no later than at the opening meeting of the audit, or as specified in the assessment plan.

- 2.2. *Changes in data or products:* The Client shall immediately notify VantaSec Kft. 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](http://www.vantasec.hu), individual letter).
- 2.3. *Setting a deadline:* Upon request from the employees of VantaSec Kft., the Client shall communicate the dates suitable for the performance of the service, which shall be confirmed by VantaSec Kft. 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 Kft. 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 Kft. without representative rights (auditors and/or experts) shall participate in all on-site audit events.
- 2.6. *Information:* VantaSec Kft. 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,
  - 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, with the confirmation of the lead auditor. Should the errors not be rectified completely or within the deadline, the Client's compliance assessment shall be deemed unsatisfactory, and VantaSec Kft. may exercise its right to terminate the contract, requesting compensation for its services rendered to date.

VantaSec Kft.

Seat: H-1123 Budapest, Nagyenyed utca 16, fl. 1, door 6

In order for the audit to be successfully completed, both parties shall sign the final certificate, and the Client shall provide VantaSec Kft. with 2 copies of the complete documentation for the product in paper form, duly signed on each page (one copy of which shall be returned to the Client), or 2 copies on CD, with the signatures of both parties concerned, recording the information relating to the CD in a protocol.

With the written consent of the Client, the final assessed version of the IT product shall be stored by VantaSec Kft. in a sealed envelope on a CD-ROM, authenticated by both parties concerned.

- 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 Kft. for further assessment within 15 days.
- 2.14. *Exercise of supervisory powers*: VantaSec Kft. 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 Kft.'s archives, and the competent authorities may also carry out on-site inspections. VantaSec Kft. shall be obliged to inform the Client in writing about such inspections.
- 2.15. *Involvement of an independent accredited laboratory*: should VantaSec Kft. 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 Kft. shall keep a record of the information made available.
- 3.2. **Preliminary consultation**: VantaSec Kft. provides detailed information about any stage of the process. The consultation is held in person at the offices of VantaSec Kft.
- 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.
- 3.5. **Qualification audit**: Two weeks before the agreed date of this mandatory stage, but at least one day before the opening meeting, VantaSec Kft. 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 Kft. 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 Kft. without delay. Based on the results of the supervisory audit, VantaSec Kft. 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 Kft. 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 Kft. 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 Kft. 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.

### **I/4 Obligations of the Client**

- 4.1. The Client shall ensure that the auditors and experts of VantaSec Kft. 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 Kft., VantaSec Kft. 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.
- 4.5. The Client undertakes to keep records of all complaints regarding its certified product and to inform the auditors of VantaSec Kft. 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 Kft.**

- 5.1. VantaSec Kft. 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 Kft. 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 Kft. 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 Kft. 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 Kft. 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 Kft. shall not disclose any information about the Client or its partners to third parties. VantaSec Kft. 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 Kft. 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 Kft. 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 Kft. 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 Kft. 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 Kft., VantaSec Kft. shall be entitled to claim the costs incurred/availability fee (50% of the value of the ordered service, unless otherwise agreed).
- 6.4. VantaSec Kft. 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 Kft. 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 Kft., 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 Kft. shall also send the Client a copy of the documentation countersigned by it, as well as the evaluation report.
- 7.3. VantaSec Kft. 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 Kft. 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 Kft. 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 after financial compensation in the event of a legally effective change that does not require evaluation (e.g., name, registered office), or in justified cases at the initiative of VantaSec Kft. 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 Kft. 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:** 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 Kft. 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).

#### **I/8 Use of the VantaSec Kft. certification mark**

- 8.1. The VantaSec Kft. certification mark (trademark, logo, name) is protected by registration and copyright. VantaSec Kft. 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 Kft.
  - 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 Kft. 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 Kft. 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 Kft. shall be liable for performance in accordance with the procedure and shall limit its liability to the amount of the contract price excluding VAT for any direct or indirect damage.

#### **I/10 Force majeure**

- 10.1. If VantaSec Kft. 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 Kft. 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 Kft. 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 Kft. 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 Kft.

#### **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**

14.1. VantaSec Kft. 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 Kft. within 60 days of receipt of the written notification.

#### **I/15 Termination and suspension of the contract:**

15.1. The General Terms and Conditions, the individual contract and the Certificate shall co-exist, and the termination of any one of them shall entail the termination of the other.

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 Kft. 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 Kft. 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 serious breach of contract, becomes unable to perform (is being placed in liquidation, winding-up proceedings, etc.).

15.7. When the contract is terminated, the Certificate will also cease to be valid.

#### **I/16 Confidentiality**

16.1. VantaSec Kft. shall treat as confidential any information generated, processed and stored in connection with its certification activities. VantaSec Kft. 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 Kft. 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 nationality of the parties or the nationality of 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. All disputes arising from this contract shall be settled by the Central District Court of Buda or the Metropolitan Court of Budapest, depending on jurisdiction.

This contract shall enter into force on the day of its publication.

Budapest, 21 February 2025

Daniel Sperczel sgnd  
managing director

**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 Kft. 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 Kft. 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 Kft., the Client shall provide VantaSec Kft. 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 Kft. 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 Kft. 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](http://www.vantasec.hu), individual letter).

2.3. *Setting a deadline:* Upon request from the employees of VantaSec Kft., the Client shall communicate the dates suitable for the performance of the service, which shall be confirmed by VantaSec Kft. 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 Kft., 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 Kft. without representative rights (auditors and/or experts) shall participate in all on-site audit events.

2.6. *Information:* VantaSec Kft. 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 Kft. 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 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 Kft. 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 Kft. 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 Kft. 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 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 Kft., VantaSec Kft. 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 Kft. 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 Kft. 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 Kft.**

- 5.1. VantaSec Kft. 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 Kft. 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 Kft. 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 Kft. 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 Kft. 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 Kft. shall not disclose any information about the Client or its partners to third parties. VantaSec Kft. 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 Kft. 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 Kft. 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 Kft. 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 Kft. 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 Kft., VantaSec Kft. shall be entitled to claim the costs incurred/availability fee (50% of the value of the ordered service, unless otherwise agreed).
- 6.4. VantaSec Kft. 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 Kft. 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 Kft., 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 Kft. 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 Kft. 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 Kft. 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.
- 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 Kft., 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 Kft. 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  
The Contractor shall take a decision on the revocation of the Certificate and send it to the Client in writing. Upon receipt of the Decision, the Client shall cease to refer to the certification in any way.  
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. Any condition for suspension shall continue to apply beyond a period of 6 months.
  - 7.8.4. The Client fails to fulfil its payment obligation despite receiving a payment notification.
  - 7.8.5. The Service Agreement is terminated.
  - 7.8.6. The Client does not comply with these General Terms and Conditions and the specific contract in general.
- 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 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 Kft. 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 Kft,
  - 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 Kft. and public confidence in the certification system.

#### **//8. Use of the VantaSec Kft. certification mark**

- 8.1. The VantaSec Kft. certification mark (trademark, logo, name) is protected by registration and copyright. VantaSec Kft. 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 Kft.
  - 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 Kft. 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 Kft. may claim damages, disclose the unlawful use, take legal action: in general, it may use all legal means to protect its rights and interests.
  - 8.1.7. The Client may not use the certification mark of VantaSec Kft. 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 Kft. according to ISO ...").

**II/9. Limitation of liability**

9.1. VantaSec Kft. shall be liable for performance in accordance with the procedure and shall limit its liability to the amount of the contract price excluding VAT for any direct or indirect damage.

**II/10. Force majeure**

10.1. If VantaSec Kft. 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 Kft. 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 Kft. 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 Kft. 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 Kft.

**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 Kft. in the manner and within the time limits specified in the separate document "Handling of Appeals and Complaints" published by VantaSec Kft. The process and availability of the appeal procedure is publicly available.

14.2. VantaSec Kft. 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 Kft. 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 shall co-exist, and the termination of any one of them shall entail the termination of the other.

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 Kft. 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 Kft. 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 serious breach of contract, becomes unable to perform (is being placed in liquidation, winding-up proceedings, etc.).

15.7. When the contract is terminated, the Certificate will also cease to be valid.

15.8. Should the Contract be terminated for any reason, the Client shall immediately cease all references to the Certificate and the certification by VantaSec Kft. and remove the certification marks, logos and references from all communication materials, documents and electronic interfaces.

**II/16. Confidentiality**

16.1. VantaSec Kft. 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 Kft. 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 nationality of the parties or the nationality of 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. All disputes arising from this contract shall be settled by the Central District Court of Buda or the Metropolitan Court of Budapest, depending on jurisdiction.

This contract shall enter into force on the day of its publication.

Budapest, 7 November 2025

Daniel Sperczel sgd  
managing director