

Schedule B

Country Schedule – Hungary

1. About this Country Schedule

This Country Schedule is applicable where the Agreement is entered into in the country or territory set forth above. Capitalized terms used in this Country Schedule but not defined have the meanings given in the Agreement.

2. Governing Law and Dispute Resolution

The Agreement and any dispute arising in connection with it, whether contractual or non-contractual, will be governed by the law of, and subject to the exclusive jurisdiction of the courts of Hungary. All disputes arising out of or in connection with the Agreement, will be settled by final decision of the Permanent Arbitration Court attached to the Hungarian Chamber of Commerce and Industry, in accordance with the Rules of Proceedings of the Arbitration Court. The seat of arbitration will be Budapest, Hungary. The number of arbitrators will be three and the language to be used in the arbitral proceedings will be English. The parties agree that all arbitral proceedings will be kept strictly confidential and all information disclosed in the course of such arbitral proceeding will be used solely for the purpose of those proceedings. The parties exclude the possibility of a retrial of proceedings as regulated in Section IX of Act no. LX of 2017 on Arbitration.

3. Other Adjustments Required by Local Law

- 3.1. The EU Mandatory Disclosure Rules introduced pursuant to EU Directive 2018/822 of 25 May 2018, as implemented into Hungarian law, may require Vialto to report details of certain arrangements entered into by Client to a tax authority in the EU. To be reportable, the arrangement must be cross-border, involving an EU Member State, and have certain hallmarks. To the extent permitted by law, Vialto will notify Client if Vialto considers the rules apply to Client's matter.