

GENERAL TERMS AND CONDITIONS

Prestige Kikötőüzemeltető Kft.: Prestige Yacht Club Marina

FOR BERTH USAGE, BOAT STORAGE, CRANE SERVICES AND OTHER SERVICES, AS WELL AS OTHER OBLIGATIONS

Effective: April 1, 2025

1. General Provisions

The operator of Prestige Yacht Club Marina is Prestige Kikötő Üzemeltető Kft (registered office: 1138 Budapest, Meder utca 8.; company registration number: 19-09-518559; tax number: 25582738-2-19; represented by: Judit Rátkai, managing director) located on a designated portion of the property registered under lot number 25990/3, Budapest, 13th district, identified as the Danube River, specifically within the Újpest Bay opening from the left bank of the Danube between sections 0.138-0.290 km, at the small boat marina designated as Prestige Kishajó kikötő with registration number -/1/C/D/A-/119-00. The property owner is PRESTIGE Ingatlanfejlesztő Ingatlanbefektetési Ingatlanalap; registered office: 1034 Budapest, Tímár u. 20. 5th floor, registration authority: Hungarian National Bank; registration number: 1221-108; tax number: 19400790-2-41; statistical number: 19166380-6810-915-01; acting on its behalf: Capstone Befektetési Alapkezelő Zártkörűen Működő Részvénytársaság (registered office: 1034 Budapest, Tímár u. 20. 5th floor; company registration number: 01-10-049079; statistical number: 25803491-6630-114-01; represented by: Tamás Kobulniczky, CEO). The berths established in the marina are leased by the Owner as Lessor for a fixed term under a rental agreement. The berth rental agreement entered into by the Lessee does not provide pre-rental rights for the following year. The fixed-term rental agreement cannot be terminated by ordinary notice by the parties, it can only be terminated by mutual agreement. The Lessee may only use the berth for their own 'recreational' purposes. Other commercial purposes such as boat rental, training, or passenger transport activities are prohibited, subject to section 2.8.

1.1 By signing the Agreement, the Lessee consents to the processing of personal data for the purpose of concluding and managing the Agreement. The processing of personal data ceases 6 months after the termination of the rental relationship.

1.2 The Lessor shall provide berth and/or storage space, marina use, and services as specified herein to the Lessee in accordance with this GTC, which forms an inseparable part of the Agreement. The rental period, rental fee, and payment terms are contained in the Rental Agreement between the parties, and fees for other services are contained in the current marina price list. In case of late payment, the default interest rate provisions of Section 6:48 of the Civil Code apply. The Lessee acknowledges that if rental payment obligations are not fulfilled on time, the Lessor is entitled to terminate the Agreement with immediate effect and lease the berth to another party.

1.3 The Lessor only enters into an Agreement with the boat owner, and to prove this, the Lessee is obliged to send/deliver a copy of the valid boat registration to the Lessor together with the signed Agreement. The Lessee consents to the Lessor maintaining copies of documents for data accuracy. If the Lessee and boat owner are different persons, the Lessee must present to the Lessor, at the time of signing the rental agreement, an authorization from the boat owner or an operation agreement with the Lessee regarding use of the boat placed in the leased premises.

Documents required for contract:

For individuals:

- Valid boat registration
- Valid mandatory liability insurance if required by law

For companies:

- Copy of company extract
- Copy of signature specimen
- Authorization in the name of boat captain - administrator
- Navigation permit

The berth rental agreement is valid regardless of payment if the Lessee has signed the rental agreement issued in their name and delivered all documents required for the rental agreement to the Lessor.

1.4 If either party demonstrates seriously breaching conduct, the other party is entitled to terminate the rental agreement in writing, by extraordinary termination, with immediate effect. Seriously breaching conduct includes: non-payment of rental fee, failure to report changes to the boat or boat owner, serious rule violation by the Lessee, incompatible behavior in the marina or its associated facilities that makes rest or sports activities impossible for others, or violation of the Marina Usage Regulations which form an inseparable part of these GTC.

1.5 Both parties are obligated to comply with the rules described in the General Terms and Conditions, as well as the Navigation Regulations, Marina Rules and Marina Usage Regulations, and other regulations applicable to the marina.

2. Lessee's Rights and Obligations

2.1 The Lessee declares that they possess a valid boat registration and, if required by law, valid mandatory liability insurance. A copy of the boat registration forms an inseparable part of the Rental Agreement.

2.2 The Lessee may only place the boat specified in the rental agreement in their rented berth. If the boat specified in the Agreement or its details have changed, the Lessee is obliged to notify the Lessor within 15 calendar days of the change. The berth is non-transferable; the Lessee is not entitled to sublease or make the berth available to third parties. Failure to comply constitutes a serious breach of contract.

2.3 The Lessee must have valid liability insurance for the boat specified in the Agreement, which they declare by signing the Agreement. If the liability insurance is not concluded by the Lessee and law requires it, the Lessor will conclude mandatory liability insurance for the boat placed in the Leased space, the annual fee of which is included in the marina rental fee. The Lessor only concludes liability insurance for boats with Hungarian registration. For foreign-registered boats, if required by law, the contracting party is obliged to present mandatory liability insurance valid for the entire contract period, which is valid on the Danube - in Hungary.

2.4 The Lessee also declares that if the berth rental agreement is not concluded as a private individual, they have the authorization and/or power of attorney issued by the Lessee (see: 1.3) to use the berth and the boat placed in the berth.

2.5 The Lessee is obliged to always secure their boat safely with appropriate ropes. Other provisions are according to the Marina Usage Regulations.

2.6 When taking power, the Lessee pays special attention to its implementation and ensures that unauthorized persons cannot access the power connection point. Only standard connection cables with appropriate electrical protection may be used. If the Lessee wishes to use electricity on their boat for consumers other than battery charging (electric heating, air

conditioning, charging the battery of the electric boat's propulsion motor, electricity used for services related to boat maintenance and repair), they are obliged to inform the Lessor in advance. Heating or air conditioning equipment, in order to comply with navigation and fire protection regulations, may only be operated if the boat owner or operator is on board and supervises the proper operation of electrical equipment! Violation of this provision constitutes a serious breach of contract.

2.7 The Lessee is liable for the conduct of their guests according to the Civil Code.

2.8 Any commercial activity (commercial boat rental, training, passenger transport) in the rented berth may only take place based on a separate agreement with the Lessor, for a separate fee, subject to compliance with conditions prescribed by competent authorities. The Lessee may not place advertisements on the moored boat; in such intention, a separate agreement may be initiated with the Lessor.

2.9 The Lessee may not make alterations to the berth and is not authorized to make any intervention on marina equipment or facilities.

2.10 At the Lessee's order, a third-party contractor may only work in the marina area if the Lessor has consented to the work beforehand, and the contractor has the boat owner's written, dated authorization, which must be presented during work. Other provisions are according to the Marina Usage Regulations.

2.11 Upon termination of the rental relationship, the Lessee is obliged to leave the marina immediately with their boat without intention to return. If the Lessee does not comply with this obligation, the boat can only be stored on land and until removal, the Lessee is obliged to pay a storage fee equal to twice the Lessor's current price list. The Lessee is obliged to settle any outstanding debts to the Lessor simultaneously with removal, until which the Lessor has a lien on the Lessee's boat.

2.12 During the rental period, with the Lessor's prior written consent, the Lessee is entitled to transfer their rental right to a third party. The Lessee is obliged to report the change in boat ownership in writing to the Lessor within 15 calendar days following the change. Failure to report constitutes a serious breach of contract, based on which the Lessor is entitled to terminate the agreement with immediate effect. The Lessor is not obliged to enter into a rental agreement with the boat's new owner.

3. Lessor's Rights and Obligations

3.1 The berth location is designated by the Lessor. The Lessor is entitled to temporarily change the berth location due to work, events, or other marina operation reasons and relocate the boat to another location within the marina area.

3.2 The Lessor declares that it has valid activity liability insurance for its marina service activities.

3.3 It is the Lessor's duty to ensure the navigation conditions prescribed in the marina's operating permit and marina regulations for the entire duration of the rental agreement.

3.4 The Lessor assumes no liability for damages occurring in boats placed in the berth or motor vehicles in the parking lot. The Lessor's liability does not extend to damages to movables and cash kept in the motor vehicle or boat. The Lessee or their guest may bring movables (e.g., bicycle, scooter, electric scooter, SUP, etc.) into or store them in the marina area only with the Lessor's approval and at their own risk. The Lessor assumes no liability for damages resulting from loss, theft, or damage to brought movables, except when the damage was caused culpably and intentionally by the Lessor or persons acting in their interest. By

entering into the rental agreement, the Lessee irrevocably waives the right to assert claims against the Lessor beyond this.

3.5 The Lessor undertakes to immediately notify the Lessee of any damage that may occur in the boat placed in the rented berth and to carry out necessary damage mitigation tasks with available resources until the Lessee arrives. The harbormaster will prepare a report on the damage event. The Lessee is obliged to pay the Lessor the value of materials used during damage mitigation based on their invoice.

3.6 The floating facility is a camera-monitored area. In case of violation of marina rules or the rental agreement, the Lessor is entitled to use the recorded footage in compliance with current data protection regulations. By signing this agreement, the Lessee expressly consents to data processing.

3.7 The Lessor has the right to temporarily utilize the berth left empty by the Lessee during the rental agreement period, without violating the Lessee's right to proper use of the berth.

4. Termination of Rental Agreement

4.1 The Rental Agreement terminates on the fixed date specified therein. Due to the fixed term of the Rental Agreement, except as described in section 4.3, it cannot be terminated by ordinary termination.

4.2 The Rental Agreement can be terminated by mutual agreement or extraordinary termination.

4.3 If the Lessee sells their owned boat during the rental agreement period, they are obliged to report the change of ownership to the Lessor within 15 calendar days, specifying the new owner's identity. If the Lessor does not respond within 15 calendar days from the notification, the notification shall be deemed accepted. If the Lessor does not accept the Lessee's notification, they shall notify the Lessee in writing and are entitled to unilaterally terminate the Rental agreement with settlement with the Lessee.

4.4 If the Lessee demonstrates seriously breaching conduct—including particularly behavior that disturbs or makes impossible other Lessees' rest or sports activities, incompatible behavior, or violation of current fire and accident prevention regulations—and does not cease this within the grace period specified in the Lessor's written notice which also contains warning of consequences, or does not fulfill their obligation within the specified grace period, the Lessor may exercise extraordinary termination in writing within 60 calendar days from the grace period's expiration.

4.5 If the Lessee provably makes false statements or demonstrates behavior or makes statements that portray the Lessor in a bad light, this constitutes seriously breaching conduct. In such cases, the termination need not be preceded by prior notice, as in such cases the Lessor cannot be expected to maintain the agreement. The termination must be issued within 15 calendar days of becoming aware.

4.6 In case of the Lessor's extraordinary termination, the rental fee will not be refunded and is due to the Lessor as a penalty; in case of the Lessee's extraordinary termination, the proportional fee is refundable.

4.7 Upon termination of the rental relationship for any reason, the Lessee is obliged to leave the Marina immediately with their boat. If the Lessee does not comply with this obligation, they are obliged to pay the daily fee according to the current Price List, regardless of whether the boat is on land or in water.

4.8 Upon termination of the rental relationship at the expiration of the fixed term, the Lessee has neither rental nor pre-rental rights to the Berth. From the day following the termination of the rental relationship, the Lessor may freely dispose of the Berth.

4.9 Within 120 calendar days before December 31 of the Rental period, the Lessor shall make a written offer to the Lessee regarding the terms of the rental agreement following the subject period. If the Lessee does not accept the Lessor's offer, automatic extension of the Rental agreement for the following season will not occur. In this case, sections 10.6 and 10.7 of the GTC apply, with the Lessor entitled to enter into a rental agreement with a third party for the berth leased to the Lessee for the upcoming rental period.

5. Marina Usage Provisions, Services

5.1 The boat's mooring location and winter storage location are designated by the Lessor based on mutual agreement with the Lessee. The exact mooring location specification is contained in the Agreement, which the Lessee acknowledges and accepts by signing the Agreement. The Lessee acknowledges that the Lessor is entitled to temporarily change the designated berth for work or events and temporarily relocate the boat to another berth with notification to the Lessee.

5.2 Berths are established next to floating pontoons with perpendicular mooring at fingers, or parallel mooring next to floating pontoons, equipped with winter water circulation system.

5.3 Prestige Yacht Club Marina berth categories and dimensions.

Category	Berth	Boat Size
1.a.	5 m finger	under 5m
1.b.	5 m finger	5m-6m
2.a.	8 m finger	6m-6.9m
2.b.	8 m finger	7m-7.99m
2.c.	8 m finger	8m-8.99m
2.d.	8 m finger	9m-9.99m
3.a.	10 m finger	10m-12m
3.b.	10 m dedicated utilities	10m-12m
Dinghy	No fixed berth	Unregistered category

5.5 The Lessor provides the following basic services at the berth:

- Technical support for winter boat storage in water
- Use of marina equipment (floating pontoon or fingers)
- Power connection possibility (1X230 V, 6 A per boat)
- Drinking water connection possibility
- Mooring assistance - Harbor Master Watch
- 1 parking space per boat depending on capacity for the period while the Lessee is at the marina and/or using their boat
- Mandatory liability insurance for recreational watercraft operation, except for commercial operation or foreign-registered boats
- Continuously updated navigation information (notices to mariners)

- 24-hour harbor master service (security camera system)
- Free wifi access

Shore-based basic services:

- Municipal waste collection, partially selective
- Selective hazardous waste collection
- Free wifi access

Clubhouse services:

- Common room
- Restroom facilities for Lessees

Services provided at discounted rates:

- 15% permanent discount at restaurants operating in marina facilities
- 15% discount on rental of floating homes in the marina for the one-year period of the berth rental agreement

Lessor services available for separate fees according to current price list:

- Winter boat storage on shore if requested, on Lessee-owned boat cradle, by agreement subject to available space
- Boat crane service
- High-pressure cleaning
- Central sewage pump-out use

5.6 The Lessee is obliged to preserve the berth, the entire marina area, and common-use parts, equipment, and facilities.

5.7 The marina area is closed, monitored by security cameras and 24-hour night guard service throughout the year. Despite security provision, the Lessee stores movables in boats and motor vehicles placed in the berth at their own risk, and the Lessor assumes no liability for damages resulting from unlawful theft, vandalism, break-in, unavoidable natural disasters, or improper mooring. In case of third-party damage, the Lessee may only assert compensation claims against the third party.

5.8 The Lessor operates a surveillance camera system throughout the marina for property protection and security purposes. In case of violation of water transport regulations or the rental agreement, the Lessor is entitled to use recorded footage. Recordings may only be transferred for official proceedings.

6. Boat Storage Provisions

6.1 The boat storage location is determined by the Lessor, who is entitled to temporarily change it for work or other necessary reasons and relocate the boat.

6.2 If the Lessee has their own boat cradle, it must be in good technical condition, safe, suitable for operational use, rolling on wheels, with appropriate load capacity and support for the boat's weight and dimensions.

6.3 Checking and maintaining the technical condition of the boat cradle or trailer is the Lessee's responsibility; the Lessor is not liable for damages resulting from negligence. The Lessor only accepts storage and use of boat cradles or trailers that are adequate from safety and occupational health perspectives.

7. Parking Provisions

7.1 The Lessor provides parking opportunities for Lessees depending on available parking spaces. Parking spaces are occupied on a first-come, first-served basis. The maximum speed in the marina area is 8 km/h. Everyone must drive with special attention to children in the marina area and comply with traffic rules.

7.2 The Lessor provides 1 parking card per Lessee, which must be displayed behind the windshield in a clearly visible location. Parking in the marina area is only permitted in designated locations. Motor vehicles may only be parked in the parking lot during boat usage time when the owner is on board. Repeated violation of parking rules constitutes serious breach of contract.

8. Data Protection

8.1 By signing the Agreement, the Lessee consents to processing of personal data for concluding and managing the Agreement. Personal data processing ceases 6 months after termination of the rental relationship.

9. Other Provisions

9.1 The Lessor guarantees proper marina use within the Danube River's regulated water level; at different water levels, marina use may be limited. Ensuring adequate water depth outside the marina is not the Lessor's responsibility.

9.2 The parties shall settle disputes arising from these GTC primarily peacefully; in case of failure, they agree to the exclusive jurisdiction of the Budapest Court or Municipal Court depending on value.

9.3 These GTC form an inseparable part of the berth rental agreement.

9.4 The Lessor is entitled to unilaterally supplement or modify the General Terms and Conditions. The Lessor is obliged to publish notice of GTC modification on the Company's www.prestigeyachtclub.com website at least 15 (fifteen) days before effectiveness.

9.5 It is the Lessee's responsibility to become familiar with the modification content and to inquire at the Lessor or on the Lessor's website.

9.6 GTC changes apply to all legal relationships previously established between Lessor and Lessee that have not yet been fulfilled or terminated, and the legal relationships between them are modified accordingly, provided the Lessee has accepted the modification. Lessee acceptance of GTC modification is deemed to occur and consequently the legal relationship between Lessor and Lessee is modified accordingly from the modification date if the Lessee does not terminate the Rental relationship following modification effectiveness.

9.7 If the Lessee—by express written declaration addressed to the Lessor—does not accept the planned modification, the Lessor is entitled to unilaterally terminate the legal relationship between the parties with immediate effect, or maintain the legal relationship with unchanged content before GTC modification.

9.8 For matters not regulated in these GTC, Civil Code provisions apply.