

INVITATION TO TENDER

1. THE SUBJECT OF THE INVITATION FOR PROPOSAL

1.1 FINEXT NYRT. Finxt Nyrt. calls a closed invitation for proposal for the 2021 FY Audit of FINEXT NYRT. Ltd.

1.2. FINEXT NYRT. is soliciting proposals from audit firms for the opportunity to provide external audit services to FINEXT NYRT. FINEXT NYRT.

1.3. The participants of this bid will be made available the latest audited statutory financial statements and / or the latest management accounts of FINEXT NYRT. in order to facilitate the preparation of the Bid.

2. CONDITIONS OF PARTICIPATIONS IN THE PROPOSAL

2.1. One Bidder may only submit one valid bid, and no bids may be submitted as a member of a consortium.

2.2. Bidder acknowledges that any data, information or notification related to the present Proposal that has been or will be handed over shall be considered as confidential. Bidder understands that the confidential information may only be used in connection with the preparation, evaluation of the bids and the signing of the agreement concluded as a result of the Invitation for proposal. Bidder shall inform its employees, consignees and all other contributors used in respect of the proposal about its confidential nature and Bidder shall oblige them to observe the liability concerning the treatment of confidential information.

2.3. While the information and data provided in this Invitation for proposal are believed by FINEXT NYRT. to be accurate, neither FINEXT NYRT. nor any of its directors, employees or agents gives or has any authority to give any representation or warranty (express or implied) concerning the accuracy or completeness of this Invitation for proposal or the data provided or of any other written or oral communication given or made available to the Firm, nor shall any of them be liable in any way for any inaccuracy or misleading statement in, or omission from, this Invitation for proposal. Each Bidder is responsible for making its own evaluation of all information, circumstances and data in preparing and submitting responses to this Invitation for proposal.

2.4. Bidder may not claim any refund of expenses for elaborating its bid from the Inquirer. The costs incurring in respect of the preparation of the bid and the participation in the Invitation for proposal shall be borne by Bidder.

2.6. Bidder must confirm that its bid is effective from the date of its submission **until 30.04.2021** and upon selection it submits a **letter of interest** to contract for the 2021 audit of FINEXT NYRT. with the identical terms and conditions to the proposal submitted for this Invitation for proposal.

2.7. Invitation to participate should in no way be construed as a commitment of FINEXT NYRT. to enter into any contractual obligations with any participants. FINEXT NYRT. reserves the right to accept no bid and to cancel the bidding process without giving any reasons thereof or paying any compensation therefore. FINEXT NYRT. reserves the right to amend the terms and conditions of this Invitation and the bidding process. In case of such amendment, each Bidder shall be informed the same way. FINEXT NYRT. does not assume any responsibility vis-à-vis any Bidder for any consequence arising from such amendments. FINEXT NYRT. shall have the right to declare the bidding process frustrated without giving any reason thereof and paying any compensation therefore.

2.8. In respect of the Invitation for proposal and the scope of the bid, participants may only contact the following representative of Inquirer: Mr. Zsolt Balázsik, member of the Board of Directors.

3. CONTENT OF THE BID

3.1. The bid shall contain the following:

Bidder's name, headquarters, phone number, the name and phone number of Bidder's consignee authorized to make a statement

The bid must refer to the fact that the Bidder accepts without qualification the terms of the Invitation for proposal.

Bid should contain a representation that no conflict of interest (as defined by IFAC) is caused for the Bidder or any of its offices or employees (as defined per relevant legislation on audit services and auditors and per the Bidder's internal requirements) by providing the above audit service. The representations made in the clause above are applicable for all those persons, who are involved (in any way) in the performance of the Bidder.

4. SUBMISSION OF THE BID

4.1 Bids shall be submitted via email to Zsolt.Balazsik@futurealgroup.com

4.2. Submission date of bids (hereinafter referred to as: submission date): 19.03.2021

4.3. Later Bidders may be expected to introduce their key engagement team members and to demonstrate their technical capability, experience, and service delivery model in a **presentation to the key management**. Exact date, timing as well as venue will be confirmed in writing to all bidders in due course.

5. ANNOUNCEMENT OF THE RESULT

5.1. Inquirer will notify Bidders on the evaluation the bids by **no later than 24.03.2021**.

5.2. Decision on the selection and appointment of an independent auditor is the competence of the general meetings of FINEXT NYRT. pursuant to the relevant statutory regulations and the Inquirer shall abide by them in all cases.

6. PROVISION STATEMENTS

6.1. Inquirer reserves the right to change any proposal condition that was included in the Invitation for proposal and made known for Bidders until the expiry of the submission date or change them even after the expiry date if Bidders have at their disposal at least 5 days following the announcement of the modification until the submission date of the bids or the new bids.

6.2. Inquirer and its consignees and employees proceeding on its behalf do not owe responsibility for the accuracy and appropriateness of information and data provided for the Invitation for proposal.

6.3. Inquirer may extend the submission date. Inquirer lets Bidders know about the so extended deadline by a written notification sent at least three days before the expiry of the original submission date.

6.4. Inquirer reserves the right to withdraw the Invitation for proposal until the expiry of the submission date without any obligation of giving reasons.

6.5. Inquirer lets Bidders know about the withdrawal by a written notification. Inquirer will not take any responsibility against Bidders for consequences arising from the withdrawal.

6.6. Inquirer has the right not to sign an agreement with any Bidder as a result of the proposal process and thus to qualify the Invitation for proposal - without the obligation of giving reasons - as unsuccessful, or concluding an agreement only for dividing the task defined in the Invitation for proposal among several Bidders or conclude an agreement only for a part of the tasks.

6.7 Bidders acknowledge that the proposal process is governed by Hungarian law. If any legal dispute may arise the parties shall endeavor to settle it primarily through negotiations.