

CLUB RULES

(Effective from 3 October 2026)

1. PURPOSE AND LEGAL NATURE OF THE RULES

- 1.1. These club rules (the “Rules”) set out the terms and conditions of membership of the BOTANIQ Budai Klub, the rules governing the use of the Club premises and facilities, and the fundamental rights and obligations of Members and their Guests. The purpose of the Rules is to ensure that the Club’s sports, wellness, community and recreational facilities may be used safely, predictably and with due regard to mutual respect among Members.
- 1.2. With effect from 3 October 2026, the Club’s membership system operates on an open-membership basis. Open membership means that obtaining membership is not conditional upon a recommendation by an existing Member, selection by a membership committee or an invitation. The Club nevertheless continues to operate on a membership basis: as a general rule, the Club’s facilities may be used by Members and by their Guests who are entitled to enter under these Rules.
- 1.3. The Rules constitute general terms and conditions. The Rules are made available to the Member in a manner that allows them to be reviewed before the application is submitted and to remain durably accessible thereafter.
- 1.4. The Club’s operational, safety and hygiene rules are binding on all persons present on the Club premises.

2. NAME, LOCATION AND OPERATOR OF THE CLUB

- 2.1. The name of the club is “BOTANIQ Budai Klub”, located at 1121 Budapest, Költő utca 30, Hungary (the “Club”).
- 2.2. The operator of the Club (the “Operator”) is:

Operator: Tusculanum Hegyvidék Üzemeltető Korlátolt Felelősségű Társaság

Registered office: 1026 Budapest, Pasaréti út 122-124., Hungary

Court of Registration: Court of Registration of the Budapest-Capital Regional Court

Company registration number: 01-09-411367

Tax number: 32194207-2-41

- 2.3. The Club forms part of the BOTANIQ Collection. Membership relates exclusively to the BOTANIQ Budai Klub and does not, in itself, confer any right to use any other property or service of the BDPST Group or the BOTANIQ Collection.

3. DEFINITIONS

- 3.1.** "Club": the BOTANIQ Budai Klub operated at 1121 Budapest, Költő utca 30, Hungary.
- 3.2.** "Operator": the company specified in Section 2.
- 3.3.** "Member": a natural person whose membership has been established in accordance with these Rules and remains in force.
- 3.4.** "Guest": a person invited to the Club by a Member, or entering together with a Member, subject to the conditions set out in these Rules.
- 3.5.** "Child": a person under 16 years of age.
- 3.6.** "Reception": the Club's on-site contact and access-control point.
- 3.7.** "Current Price List": the price list made available to the Member before the application or booking, setting out the fees for services and uses available from the Operator for a separate charge in addition to the membership fee.
- 3.8.** "Children's Room": the Kids Club room which, from 3 October 2026, may be used by children without staff or a childcare/supervision service.
- 3.9.** "Wellness": the Club's operating pool, sauna, steam and related wellness facilities collectively; the term does not include treatments, massage, therapy or personalised spa services, which are available by prior appointment, at the user's own responsibility and subject to a separate fee in all cases.
- 3.10.** "PDR": the Club room designed as a private dining room/meeting room which, under the current operating model, is available by prior booking without ancillary services.
- 3.11.** "Event": any pre-arranged use of a PDR, community area or other approved Club area by multiple participants for business, social, promotional, press, photography, filming or other event-related purposes that goes beyond a Member's ordinary personal meeting, and which the Operator may make subject to prior approval or a separate agreement.
- 3.12.** "Guest Day Pass": where available under the then-current price list, a daily right of entry that may be purchased, subject to these Rules, solely for a Guest who has been invited and registered in advance by an active Member. A Guest Day Pass is not a stand-alone admission ticket offered to the general public and does not create a membership relationship.
- 3.13.** The Operator will primarily communicate with the Member via the e-mail address provided by the Member or at the postal address provided. The Member must keep their contact details up to date.

4. MEMBERSHIP

- 4.1.** Any natural person who has reached the age of 12 may apply for membership; for an applicant aged 16 to 18, the prior written consent of their legal representative is required for the membership agreement.

- 4.2.** Membership becomes active after a complete application has been submitted, the Rules and the related contractual terms have been accepted, the membership fee due has been paid and the Operator has issued its confirmation. An application may only be submitted by means of a fully completed form delivered to the Club Reception.
- 4.3.** The membership system does not confer an automatic right of admission, impose any general obligation on the Operator to enter into a contract, or imply unlimited capacity. The Operator may temporarily suspend the sale of new memberships in whole or in part, operate a waiting list, and decide whether to accept applications by reference to the Club's capacity, safe and uninterrupted operation, the protection of the rights of Members and Guests, statutory and compliance obligations, and the Operator's legitimate business and operational interests.
- 4.4.** The Operator may refuse to establish membership for a person who has an overdue debt to the Club, who has previously been lawfully excluded from the Club for a serious or repeated breach of the Rules, or whose admission would present a specific and demonstrable security risk.
- 4.5.** The Operator is not required to accept every application. An application may be rejected in particular where false or materially incomplete information is provided, there has been prior misuse, there are substantiated circumstances indicating an attempt to circumvent the membership or access-control system, or there is conduct or a circumstance that could materially jeopardise the safe, proper or uninterrupted operation of the Club, community coexistence, or the rights and legitimate interests of others. The decision may not be based on discrimination prohibited by law; the Operator is only required to provide detailed reasons where this is required by law.

5. MEMBERSHIP CATEGORIES; STATUS OF CHILDREN

- 5.1.** The Club's standard membership product is the uniform annual membership.
- 5.2.** Adult Member: a Member who has reached the age of 16; between the ages of 16 and 18, consent from a legal representative is required.
- 5.3.** A Child may acquire independent Club membership from the age of 12. A Member's own Child may enter the Club, accompanied by an adult, at the times and subject to the conditions set out in these Rules. A Child's entry does not in itself create an independent membership relationship. Below the age of 14, the legal representative acts on behalf of the Child.
- 5.4.** A Member's own Child under the age of 12 may enter the Club without separate membership or a Guest Day Pass, subject to the supervision requirements in Sections 11 and 12. The fees and further conditions applicable to the membership of a Child who has reached the age of 12 but is under 16 are governed by the Current Price List.
- 5.5.** The Operator may introduce separate, pre-announced seasonal or other membership products for the future.

6. MEMBERSHIP FEE

6.1. ANNUAL MEMBERSHIP FEE

- 6.1.1.** The fee for a new annual adult membership commencing on or after 3 October 2026 is gross **HUF 1,500,000, that is one million five hundred thousand Hungarian forints / 365 days.**
- 6.1.2.** No separate joining fee will be charged, unless an individual agreement entered into with the Member expressly and lawfully provides otherwise.
- 6.1.3.** The membership fee is consideration for the right to enter the Club, to use the facilities specified in these Rules, and for any services that may be included in the membership fee in accordance with the then-current Current Price List. Purchases at the buffet, bookings of the tennis and padel courts, entry by Guests, use of a PDR and any other service or use separately identified in the Current Price List may be subject to an additional charge.
- 6.1.4.** The annual membership fee already paid may not be increased during the membership period for which it has been paid. Any revised fee may apply only to a new membership period.
- 6.1.5.** Membership may be sold exclusively to natural persons. A legal person, individual firm or other organisation may not be a Member or exercise membership rights, and the Member enters into the membership agreement as a private individual, outside the scope of any business or professional activity.
- 6.1.6.** The Operator will issue the invoice for the membership fee exclusively in the name and to the address of the Member as a natural person. An invoice for the membership fee may not be issued in the name or for the benefit of a company, another legal person, an individual firm, or the Member in their capacity as a sole trader. Payment by a third party does not change the party to the membership relationship or the invoice recipient; the Operator may refuse any invoicing request to the contrary.

7. APPLICATION, PAYMENT, TERMINATION AND RENEWAL

7.1. APPLICATION AND CREATION OF MEMBERSHIP

- 7.1.1.** The applicant provides the data required for the membership relationship on any application interface that may be made available by the Club or, in person, on an application form, and accepts the Rules. A photograph may be requested for identification and access-control purposes.
- 7.1.2.** Membership is created upon full payment of the membership fee and confirmation by the Operator. The Operator confirms the creation of the agreement by e-mail.

7.2. LATE PAYMENT

7.2.1. If the Member fails to pay any due fee in addition to the membership fee, the Operator may grant an additional period of at least 15 days for payment. If that additional period expires without payment, the membership relationship may be terminated by written notice from the Operator and access to services may be suspended. Entry is only permitted after payment of the membership fee or referred unpaid fee.

7.3. SUSPENSION AND TERMINATION AT THE MEMBER'S REQUEST

7.3.1. A fixed-term annual membership relationship may be terminated by the Member by ordinary termination before the expiry of the membership period only where this is expressly permitted by applicable law, the membership agreement or these Rules. This does not affect any statutory rights of the Member relating to breach of contract, defective performance or the Member's status as a consumer. Granting a suspension is a discretionary accommodation and does not, in itself, give rise to any entitlement to a refund of fees.

7.3.2. The Member's unilateral termination of a fixed-term membership relationship before expiry of the membership period – including where, due to the Member's personal decision, changed personal circumstances or decision not to use the Club's services, the Member does not wish to maintain the membership until expiry – does not in itself entitle the Member to a refund of all or any pro-rata portion of the annual membership fee already paid. The membership fee is consideration for the membership and usage rights made available for the fixed term and may therefore be refunded only where required or permitted by applicable law, these Rules, or an express individual decision of the Operator. This provision does not affect any non-excludable statutory rights of the Member to withdrawal, termination, statutory warranty remedies, remedies for defective performance or other consumer rights.

7.4. EXCLUSION; IMMEDIATE SUSPENSION

7.4.1. Membership may be suspended with immediate effect and, in the event of a serious or repeated breach of the Rules, may be terminated, in particular where the Member:

- engages in violent, threatening, harassing or seriously offensive conduct on the Club premises;
- endangers the physical integrity of another person or the security of the Club;
- causes damage intentionally or through gross negligence;
- engages in unlawful activity, or possesses or distributes prohibited substances;
- repeatedly, and despite a warning, breaches material provisions of these Rules;
- fails to discharge an overdue payment obligation within the additional period granted;

- misuses or manipulates the membership, access-control, booking or Guest Day Pass system, facilitates another person's unauthorised entry or unauthorised use of services, or provides false information for such purpose;
- steals, intentionally damages or destroys property belonging to the Club, the Operator, another Member, a Guest or a member of staff;
- engages in direct or indirect discrimination, harassment, intimidation or conduct seriously infringing human dignity towards another Member, Guest, member of staff or any other person lawfully present on the Club premises;
- in connection with the membership relationship with the Club – including outside the Club premises – engages in fraudulent, misleading or otherwise abusive conduct that seriously infringes the rights or legitimate interests of the Club, the Operator, another Member or a Guest;
- engages in serious or repeated, manifestly anti-social conduct directly connected with the membership relationship that is clearly incompatible with the safe or uninterrupted operation of the Club or with the fundamental rules of coexistence laid down in these Rules;
- seriously, or repeatedly despite a warning, breaches the general rules of conduct set out in Section 25.1, including in particular conduct infringing the safety, human dignity, privacy or peace and quiet of other Members, Guests or staff;
- is convicted by a final judgment of an intentional criminal offence whose nature and circumstances establish a specific and material risk to the safe and uninterrupted operation of the Club or to the safety of Members or Guests.

7.4.2. Where the circumstances permit, before termination the Member will be given an opportunity to state their position. In reaching its decision, the Operator will take into account the seriousness, repetition, fault, consequences and continuing risk associated with the conduct. Immediate action may be taken where this is justified by safety, protection of another person's rights, or prevention of further damage. Where there are reasonable grounds to suspect misuse, the Operator may temporarily suspend the membership identifier, entry or use of the affected service for the reasonable duration of the investigation. The mere commencement of criminal proceedings does not in itself constitute grounds for exclusion; however, where the specific circumstances give rise to an immediate security or property-protection risk, a proportionate suspension may be imposed for the duration of the investigation.

7.4.3. If the membership relationship terminates by exclusion under Section 7.4 due to a serious or repeated breach of contract or of the Rules attributable to the Member, the Member is not entitled to a refund of the portion of the annual membership fee already paid that relates to the unused period. Exclusion does not affect any claim of the Operator for damages, costs or other lawful remedies

arising from the Member's breach. This does not affect any non-excludable statutory claim of the Member.

- 7.4.4.** A person whose membership has terminated by exclusion under Section 7.4 may enter the Club as a Guest only with the Operator's prior express permission. The Operator may refuse entry as a Guest for as long as the security, conduct-related or other risk underlying the exclusion reasonably continues to exist.

7.5. RENEWAL

- 7.5.1.** Membership renewal is not automatic.

8. MEMBERSHIP CARD AND ENTRY

- 8.1.** The membership card or digital membership identifier is personal to the Member and non-transferable. Upon entry to the Club, the Member must verify their membership; where necessary, Reception may request presentation of an identification document.
- 8.2.** A lost or improperly used card/identifier may be blocked. The verified and pre-disclosed cost of a physical replacement card may be charged to the Member; the fee for a new card is HUF 5,000.
- 8.3.** The Operator may temporarily close individual rooms or areas due to maintenance, technical failure, safety, hygiene, regulatory, weather-related or event-related reasons. Members will be informed in advance of any foreseeable and prolonged restriction affecting the essential content of the services.
- 8.4.** The Club and its individual facilities may be used only during the published opening hours. The Member and their Guest must leave the area used, and the Club itself, in sufficient time having regard to the closing time.
- 8.5.** Use of individual facilities may, having regard to the nature of the service, safety and available capacity, be made subject to prior booking, time slots or reasonable occupancy limits. The Operator will make such conditions available for review before booking or use.
- 8.6.** The Operator may temporarily refuse, restrict or interrupt a Member's or Guest's entry, or use of a specific facility or service, where reasonably necessary due to capacity, booking arrangements, safety, health or hygiene requirements, technical or maintenance reasons, intoxication or impairment, breach of these Rules, protection of the rights or peace and quiet of others, failure to meet a payment obligation, or misuse or reasonable suspicion of misuse. Any measure must be necessary and proportionate to the reason giving rise to it.
- 8.7.** In the event of an immediate safety, health or property-protection risk, or reasonable suspicion of misuse, the Operator may take action without prior warning. Such operational restriction does not in itself terminate the membership relationship; in the event of a serious or repeated breach of the Rules, Section 7.4 may be applied.

9. GUESTS

- 9.1.** The Club sells Guest Day Passes solely for friends, family members or other Guests invited in advance by an active Member. A person who is not a Member is not entitled to enter the Club independently merely by purchasing a Guest Day Pass. Entry by a Guest requires valid membership of the inviting Member, prior registration and – unless the Operator has expressly permitted otherwise – the inviting Member’s personal presence.
- 9.2.** The introductory fee for a Guest Day Pass is gross **HUF 15,000/person/day**. A Guest Day Pass grants a right of entry for the relevant day to the areas for which access is permitted, but does not include the fees for separately charged courts, PDR use, food and beverage consumption or other services, and does not guarantee booking availability.
- 9.3.** Subject to capacity, a Member may invite up to 3 Guests per day to the community, buffet and terrace areas, subject to prior notification. More than three Guests may be received only with the Operator’s prior approval.
- 9.4.** On the tennis and padel courts, a Member may play with up to 3 Guests, upon payment of the applicable court rental fee, according to the Current Price List.
- 9.5.** A Guest must be registered upon arrival. The Guest must comply with the provisions of these Rules applicable to them. The Member must inform their Guest of the material rules and satisfy the conditions applicable to the Guest’s entry.
- 9.6.** As a general rule, a Guest may remain in the Club only in the presence of the Member who invited them. When the Member leaves, the Guest must also leave, unless the Operator has expressly authorised otherwise in advance.
- 9.7.** A Member’s own Child – in accordance with Sections 11 and 12 – is not counted towards the above Guest limit.

10. PETS

- 10.1.** Guide dogs and other assistance dogs recognised by law may be brought into the Club subject to the conditions prescribed by applicable law. Nothing in this Section may restrict any right of access granted by law to a person using an assistance dog. Animals other than dogs may be brought in only with the Operator’s prior permission. Other dogs may be brought in subject to the conditions determined by the Operator and only into areas where they are permitted. The Operator may designate dog-free areas for hygiene, food-safety, sports-safety or other objective reasons; any other pet may be brought in only with the Operator’s prior express permission.
- 10.2.** A person bringing a dog or other animal into the Club must ensure continuous supervision and control of the animal and must ensure that its presence does not interfere with the operation of the Club, work being carried out, or the peace and

quiet of other Members, Guests or other persons lawfully present on the Club premises. Particular consideration must be given to persons who, due to allergies, fear of dogs or another reasonable cause, do not wish to come into direct contact with the animal.

- 10.3.** The person bringing a dog or other animal into the Club is responsible, in accordance with applicable law, for supervision of the animal and for any damage caused by it. The documented and reasonable costs of any exceptional cleaning, disinfection, repair or restoration made necessary in connection with the animal may, where the applicable conditions are met, be charged to the person who brought the animal into the Club.
- 10.4.** Any soiling caused by an animal must be removed without delay by the person who brought the dog into the Club, who must, where necessary, promptly arrange appropriate cleaning and notify Reception.
- 10.5.** If an animal bites, attacks or endangers any person or other animal, or otherwise behaves in a manner incompatible with the safe and uninterrupted operation of the Club, it must be removed from the Club immediately and the incident must be reported to Reception. The Operator may prohibit the animal from being brought into the Club in the future; in the case of an assistance dog, any such measure may be taken only within the limits of applicable law.

11. CHILDREN

11.1. ENTRY AND SUPERVISION

- 11.1.1.** A Child under the age of 16 may be present in the Club only under the continuous responsibility and supervision of a Member aged 18 or over, a parent, legal representative or another adult accompanying person accepted by the Operator.
- 11.1.2.** A Child under the age of 16 may use the pool and wellness facilities only under the direct supervision of an accompanying adult and in accordance with the rules of the relevant facility and the public-health and safety rules in force from time to time. Certain pools, saunas, steam rooms or other wellness facilities may be restricted for children based on age, water temperature or safety considerations.
- 11.1.3.** A person under the age of 16 may use the gym only under adult supervision, unless applicable law, the manufacturer's instructions and a separate rule of the Operator expressly permit otherwise.

11.2. RESPONSIBILITY FOR CHILDREN

- 11.2.1.** The adult accompanying the Child is responsible for the Child's supervision and conduct, for ensuring use of equipment appropriate to the Child's age, and for ensuring compliance with the Operator's instructions. This provision does not exclude or limit any liability of the Operator that may not be excluded under applicable law.

12. CHILDREN'S ROOM – FORMER KIDS CLUB ROOM

- 12.1.** The former Kids Club room may be used as a Children's Room where the Operator keeps it open. Use of the room does not constitute a childcare or child-minding service.
- 12.2.** A Child under the age of 16 may remain in the Children's Room only in the continuous presence and under the supervision of the accompanying person aged 18 or over. Supervision of the Child may not be transferred to the Operator's staff, Reception or another Member.
- 12.3.** The equipment in the Children's Room may be used only for its intended purpose and with due regard to age-related and safety markings. Faulty or closed equipment must not be used.

13. DRESS CODE

- 13.1.** Members and their Guests must wear clean and tidy clothing appropriate to the relevant activity.
- 13.2.** Appropriate sportswear and footwear must be worn in the gym and on the tennis and padel courts.
- 13.3.** In wet and wellness areas, swimwear, footwear or bathrobes may be required in accordance with the rules applicable to the relevant area.
- 13.4.** In the buffet and community areas, however, swimwear may be worn only in the designated areas (the pool and its immediate surroundings).

14. CLOAKROOM AND PERSONAL BELONGINGS

- 14.1.** Members and their Guests may place larger bags, coats and other items in the designated storage areas. Neither the Club nor the Operator assumes any duty of safekeeping in respect of items that have not been expressly accepted for safekeeping.

15. LOST PROPERTY

- 15.1.** If the person entitled to a lost item can be identified, the Operator will notify that person by reasonable means and, if they come forward, will hand the item over to them.
- 15.2.** If the person entitled to a lost item cannot be identified, the Operator will handle and retain the item in accordance with applicable law. Perishable, dangerous or hygienically hazardous items may be retained for a shorter period or destroyed.

16. ELECTRONIC DEVICES, PHOTOGRAPHY AND PRIVACY

16.1. TELEPHONES AND ELECTRONIC DEVICES

16.1.1. Mobile phones and other electronic devices may be used with due respect for the peace and quiet of other Members and in silent or vibration mode. The Operator may designate specific areas for loud telephone conversations, video calls and work activities.

16.2. PHOTOGRAPHY AND RECORDING

16.2.1. No identifiable photograph, audio recording or video recording of another Member, Guest, Child or member of staff may be made or published without that person's prior consent. The Operator may prohibit photography entirely in certain areas in order to protect privacy.

17. PARKING

17.1. The Club has a limited number of parking spaces. As a general rule, parking is available on a first-come, first-served basis. The car park is not a guarded parking facility. When leaving the Club, a Member may not leave their vehicle on the Club premises for an extended period; the Operator may take measures permitted by law in relation to vehicles that are improperly parked or obstruct operations.

18. WELLNESS AND SWIMMING POOL

18.1. OPERATING PRINCIPLE

18.1.1. Operation may take place only in compliance with the public-health, water-quality, safety and supervision requirements in force from time to time. The pools may be used only during periods when the supervision and staffing conditions required by applicable law and by the Club's public-health and technical operating rules are in place.

18.1.2. The current opening hours of the pool, sauna, steam room and other wellness facilities may differ from the Club's general opening hours. The Operator will publish the current opening hours on site and, where reasonably possible, electronically.

18.1.3. Showering before use of the pool is mandatory. Use of the wellness area is prohibited in the case of an infectious illness, open wound, intoxication or impairment.

18.1.4. Jumping into the water is permitted only in locations and in a manner expressly authorised by the Operator. Posted depth, temperature, capacity/load and safety notices must be observed.

- 18.1.5.** Use of the wellness area is undertaken with due regard to the user's own state of health. In case of doubt, medical advice should be sought before use. Use at one's own risk does not limit any liability of the Operator that may not be excluded under applicable law.
- 18.1.6.** The wellness area is intended for rest and recreation. Loud telephone conversations, audio or video played through speakers, and use of devices that disturb the peace and quiet or privacy of others are not permitted; the Operator may completely prohibit the use of mobile phones and the making of image or audio recordings in certain parts of the wellness area.

19. GYM

- 19.1.** The gym continues to be available exclusively to Members and their Guests (holding a Guest Day Pass). Current opening hours are published by the Operator.
- 19.2.** No permanent fitness staff, personal trainer or equipment-use assistance is provided in the gym, unless the Operator separately announces such a service for a specified period.
- 19.3.** A Member may use only equipment whose proper and safe use they understand. Operating instructions and safety instructions displayed on the equipment must be followed. Faulty equipment must not be used and any fault must be reported to Reception.
- 19.4.** In the event of injury, illness, a health risk or uncertainty, the Member must not commence the sporting activity or must discontinue it. Exercising at one's own risk does not limit any liability of the Operator that may not be excluded under applicable law.
- 19.5.** Weights and smaller sports equipment must be returned to their designated places after use. Machines and benches must be left clean after use using the cleaning materials provided; glassware, fragile containers and open drinks liable to spill may not be brought into the gym.
- 19.6.** A Member may bring their own external personal trainer or sports instructor only subject to prior registration and the Operator's prior approval. In order to ensure safe and lawful provision of services, the Operator may require evidence of the necessary professional qualification, authorisation and, where justified, liability insurance. The external trainer may provide services only to the Member who invited them and may not solicit other Members or advertise on the Club premises.
- 19.7.** Entry by an external trainer is subject to payment of the then-current Guest Day Pass fee, unless the Operator specifies a separate external-trainer entry fee in the Current Price List or provides otherwise in an individual written permission.

20. TENNIS AND PADEL COURTS

- 20.1.** Use of the tennis and padel courts may be subject to prior booking and payment of the fee specified in the Current Price List.
- 20.2.** Use of the courts may be restricted or suspended due to weather, technical, maintenance or safety reasons. Reasonable restrictions resulting from the seasonal nature of the outdoor courts are a natural characteristic of the service.
- 20.3.** Tennis and padel instruction and the provision of a coach are not included in the membership service unless the Operator subsequently announces them as a separate service.
- 20.4.** Instruction, coaching or other professional sports services for consideration or on a commercial basis may be provided on the courts only by a person holding the Operator's prior written permission. Footwear suitable for the court surface must be worn and posted safety rules must be followed. Sections 19.6 and 19.7 apply accordingly to the entry and activities of a Member's own external trainer.

21. LOCKERS

- 21.1.** Lockers may be used only for the duration of a person's stay at the Club. Items may not be left in them overnight. The Operator may deal with items remaining in lockers at closing time in accordance with the rules on lost property. The verified replacement cost of a lost key, card or padlock may be charged to the Member.

22. BUSINESS MEETINGS, COMMUNITY AREAS AND PDRs

- 22.1.** Members may use the Club's restaurant, lounge and community areas, as well as designated PDRs, for meetings and personal gatherings in a manner consistent with the purpose of the Club and the peace and quiet of other Members.
- 22.2.** Use of a PDR may be subject to prior booking. A booking entitles the Member solely to use the room.
- 22.3.** No waiter, restaurant, event-organising, catering, technical or other ancillary services are provided in the PDRs or former restaurant areas. A Member may engage their own external service provider only with the Operator's prior written permission.
- 22.4.** Use of a PDR or community area for an Event may be subject to the Operator's prior written approval and, depending on the nature, number of participants, duration or technical requirements of the Event, the conclusion of a separate room-hire or event agreement. In such a case, these Rules apply together with the separate agreement.
- 22.5.** A Member organising an Event must inform Guests and any external contributors engaged by the Member in advance of the Club rules applicable to them, and must ensure that they use only areas approved by the Operator. Entry into closed, operational, staff-only or technical areas is prohibited.

- 22.6.** An external service provider or contributor may be engaged only with the Operator's prior written approval. The Operator may request the contributor's contact details, a description of the activity and equipment to be installed, evidence of any required regulatory or professional permits, and, where justified, evidence of appropriate liability insurance.
- 22.7.** No alterations, drilling, nailing, screwing or other fastening that damages surfaces may be carried out on the Club premises. Decorations, signage, advertising materials, technical equipment or other installations may be placed only with the Operator's prior approval. Delivery, removal and any temporary storage of equipment may take place only in the manner and at the times agreed in advance.
- 22.8.** Any use of the name, trade mark, visual identity element or location of BOTANIQ, the BOTANIQ Collection, the Club or the BDPST Group in commercial advertising, press materials, promotions, photographic or film material is subject to the Operator's prior written approval. Section 16 applies to private photography and recording by Members and their Guests.
- 22.9.** Applicable fire-safety, accident-prevention, noise, public-health and other requirements must be complied with during an Event. Open flames, pyrotechnic devices, smoke, fog or other special effects, or programme elements involving increased risk may be used only with the Operator's prior written approval and with all required permits in place.
- 22.10.** The Operator may suspend an Event or use of the premises and, in the event of a serious or repeated breach of the Rules, unlawful activity, or circumstances endangering personal safety or property, may terminate it where this is necessary and proportionate to remedy the breach or danger. Fees, damages and other claims are governed by applicable law, these Rules and any separate event agreement.

23. FOOD AND BEVERAGE SELECTION

23.1. Buffet

- 23.1.1.** A buffet-style food and beverage service operates at the Club, offering in particular coffee, smoothies, drinks, sandwiches and other simple, pre-determined products for purchase.
- 23.1.2.** The current selection, opening hours and prices of the buffet may change at the Operator's discretion. The buffet offering is not part of the core services guaranteed in consideration for the annual membership fee.
- 23.1.3.** Purchased food and drink may be consumed only in designated areas. Food may not be consumed in the gym, on the courts, in the pool area or in any other area not designated for that purpose.

23.1.4. As a general rule, outside food and drink may not be brought into the Club; exceptions may be made for food required for medical reasons, baby/child food or cases approved in advance by the Operator.

23.1.5. Alcohol may not be sold or served to any person under the age of 18.

24. PAYMENT AT THE CLUB

24.1. The membership fee and fees for separately charged services may be paid using the payment methods made available and communicated in advance by the Operator. Current bank-account details and card or other payment options are communicated by the Operator on the invoice, payment notice or another official channel. The Operator displays the prices of products and services sold at the Club in accordance with applicable consumer-protection requirements.

24.2. For payment by bank transfer, the payment may be made to the Operator's following HUF bank account, specifying the purpose of payment. Bank: MBH Bank Nyrt. Bank account number (HUF): 10300002-13432239-00014905;

24.3. The payment reference for a bank transfer must state the Member's name, the purpose of payment and, where available, the membership or invoice identifier. The Operator may request information necessary to identify a payment that cannot otherwise be identified.

24.4. For bank transfers, payment is deemed completed on the date on which the amount is credited to the Operator's bank account, unless a mandatory provision of law provides otherwise.

25. CONDUCT, RESPECT, PRIVACY AND COMPLAINT HANDLING

25.1. GENERAL RULES OF CONDUCT

25.1.1. Members and their Guests must comply with applicable law, these Rules, safety instructions and lawful instructions of staff.

25.1.2. Violent, threatening, harassing, discriminatory, degrading, intimidating, abusive, grossly offensive conduct, or conduct that seriously infringes the safety, human dignity or peace and quiet of others, is prohibited. Repeated or grossly vulgar, obscene or profane conduct that disturbs others is likewise prohibited.

25.1.3. Possession, sale or distribution of unlawful drugs on the Club premises is prohibited. Entry may be refused to an intoxicated or impaired person, or such person may be required to leave the Club, in particular where their condition endangers their own safety or that of others, or the order or peace and quiet of the Club.

25.1.4. Members and their Guests must respect the privacy of other Members, Guests and staff.

25.1.5. Commercial provision of services, sale of products, client solicitation, advertising or promotional activity, organised instruction or any other commercial activity on the Club premises may be carried out only with the Operator's prior written permission.

25.1.6. Any accident, illness, personal injury, significant technical malfunction, source of danger or property-damage incident occurring at the Club must be reported to Reception without delay. The Operator may document the circumstances of the incident to the extent necessary, and the Member/Guest must cooperate with safety, first-aid and evacuation instructions.

25.2. COMPLAINT HANDLING AND CONSUMER DISPUTES

25.2.1. A Member or Guest may submit a complaint orally at Reception or in writing using the Operator's official postal or electronic contact details. The e-mail address for complaint handling is info@botaniqubudaiklub.hu. The Operator will examine an oral complaint without delay and, where possible, remedy it immediately; a written complaint will be answered in writing and on the merits within the time limit prescribed by the consumer-protection rules in force, as a general rule within 30 days.

25.2.2. If a complaint is rejected, the Operator will inform the consumer of the possibility of applying to the conciliation board competent according to the consumer's place of residence or stay, and, depending on the nature of the matter, to the competent consumer-protection authority, and will provide the contact details required by law. The availability of conciliation proceedings does not preclude enforcement of rights before the courts.

26. BOOKINGS

26.1. Bookings for courts, PDRs and other bookable facilities may be made through the electronic interface designated by the Operator from time to time, by e-mail or at Reception. The Operator will communicate the booking, amendment and cancellation conditions, as well as any separate fee, before the booking is made. A Member is required to pay a cancellation fee only if they received clear information about it before booking and it became part of the contract.

27. MISCELLANEOUS PROVISIONS

27.1. CLOSED AND NON-OPERATING AREAS

27.1.1. The Operator may close service areas that are not in use from 3 October 2026, including in particular spa treatment rooms and former service-provider, staff or technical rooms. The Operator may also designate other areas that Members or Guests may not enter for safety, technical, hygiene, operational or property-protection reasons. A person who disregards a closure, prohibition sign or a

lawful staff instruction relating to such restriction may also be subject to measures under Section 7.4. This provision does not exclude the Operator's liability to the extent that such liability may not be limited under applicable law.

27.2. SMOKING AND E-CIGARETTES

27.2.1. Smoking, use of e-cigarettes and other devices imitating smoking is permitted only in designated areas. Smoking is prohibited indoors.

27.3. WASTE AND NOISE

27.3.1. Littering on the Club premises is prohibited. Members must respect the peace and quiet of local residents and other Members; gathering in groups and making unreasonable noise in front of the Club after 22:00 is not permitted.

27.4. WI-FI AND UNLAWFUL CONTENT

27.4.1. When using the Club's Wi-Fi network, downloading or sharing unlawful content, or engaging in activities that endanger network security, is prohibited.

27.5. GAMBLING

27.5.1. Organised gambling or betting activities requiring a licence may not be conducted on the Club premises without the Operator's prior permission and satisfaction of the applicable legal requirements.

27.6. LIABILITY AND DAMAGE

27.6.1. The Member and their Guest must use and protect the property of the Club, the Operator and other persons in accordance with its intended purpose. A person who, through conduct attributable to them, takes, damages or destroys any property must compensate the documented loss in accordance with applicable law – including, where justified, the reasonable cost of repair, restoration or replacement – within the reasonable period specified in the Operator's written demand. Intentional taking, damage or serious damage may also constitute grounds for exclusion under Section 7.4. No provision excluding or limiting the Operator's liability applies to damage caused intentionally, damage to human life, physical integrity or health, or in any other case where exclusion of liability is prohibited by law.

27.7. DATA PROCESSING AND CCTV

27.7.1. The Operator processes the personal data of Members and Guests in accordance with the privacy notice in force from time to time. A CCTV surveillance system may operate on the Club premises for the purposes and on the legal basis set out in the privacy notice. Acceptance of these Rules does not automatically constitute consent to any processing for which separate consent is required by law.

27.8. NOTICES

- 27.8.1.** The Operator will send material notices relating to the membership relationship to the e-mail address provided by the Member or, where necessary, by post. Where applicable law requires information or a legal notice to be communicated on a durable medium, the Operator will use a form meeting that requirement.
- 27.8.2.** An electronic notice is deemed received when it becomes accessible to the Member at the electronic contact address provided by the Member. If the Operator receives an automatic delivery-failure notification, the notice will not be treated as delivered through that channel and, where another official communication channel is available, the Operator will also attempt delivery through that channel.
- 27.8.3.** A notice delivered in person, by courier or express post is deemed delivered at the time of handover. If the recipient expressly refuses to accept delivery, the notice is deemed communicated at the time of refusal to the extent permitted by law.
- 27.8.4.** A registered or recorded-delivery postal item is deemed delivered on the date of actual receipt or, if receipt is expressly refused, on the date of refusal. If the item is returned marked "not collected", "unknown" or "insufficient address", the Operator will also attempt electronic delivery where an electronic contact channel is available; the legal effects of delivery are governed by applicable law and the valid contractual provisions.
- 27.8.5.** The Member must keep their postal and electronic contact details up to date. A notice sent by recorded-delivery mail to the last postal address duly notified by the Member is deemed delivered on the fifth working day following the second delivery attempt or placement of the postal notification, if the item is returned marked "not collected", provided that the Operator can demonstrate that the item was sent to the correct address provided by the Member. This provision does not apply where delivery failed for a reason attributable to the Operator and does not affect the consumer's statutory rights of proof and enforcement.

27.9. EXTRAORDINARY EVENTS AND SAFETY MEASURES

- 27.9.1.** In the event of fire, accident, illness, an immediate hazardous situation, serious technical failure or another extraordinary event, the Member and their Guest must follow the lawful instructions of staff and any competent authority. In such a situation, the Operator may immediately close or evacuate the affected area or suspend its use for the period necessary to eliminate the danger.

28. AMENDMENT, ENTRY INTO FORCE AND TRANSITIONAL PROVISIONS

- 28.1.** The Operator may amend the Rules unilaterally for a material reason. Such material reasons include in particular:

- a change in legislation, an authority or court requirement, or a mandatory legal or compliance requirement applicable to the operation of the Club;
- a safety, health-protection, hygiene, fire-safety, property-protection, data-protection or information-security requirement, or a material change in such risks;
- a reasonably necessary technical or operational change affecting the Club's infrastructure, technical systems, utility supply, IT, payment, booking or access-control systems;
- maintenance, refurbishment, weather-related or seasonal circumstances, or capacity or traffic-management requirements;
- a change affecting a third party's service, licence or contractual performance that has a direct impact on the operation of the Club;
- a measure necessary to prevent misuse, fraud, unauthorised entry or circumvention of the membership, booking or payment system;
- an organisational or operational change that does not materially reduce the Member's contractual rights or the material service content of the paid membership.

28.2. The Operator will provide clear and comprehensible notice of an amendment before it takes effect, as a general rule at least 15 days in advance. An amendment may take effect on shorter notice or immediately where required by legislation, an authority, an immediate safety, health-protection or technical reason and delay would endanger lawful or safe operation; in such a case, the Operator will inform Members without delay, having regard to the circumstances.

If a unilateral amendment adversely affects the material service content of an already paid fixed-term membership or increases a material obligation of the Member, the amendment may apply to the current membership period only if the Member expressly accepts it, or if the Member is provided, before the amendment takes effect, with a genuine opportunity to terminate and a pro-rata settlement for the unused period, unless the amendment is required by a mandatory provision of law or a binding authority requirement.

28.3. The annual membership fee already paid may not be increased unilaterally during the paid membership period. Fees for separately charged services and uses to be taken up in the future may be amended prospectively in the Current Price List; a revised fee may apply only to bookings or orders placed after the revised fee has been duly published.

28.4. An amendment that is solely favourable to the Member and does not reduce their contractual rights, as well as correction of a typographical error, an obvious drafting error, contact details or a technical clarification that does not materially change the substance of the parties' rights and obligations, may be applied on shorter notice following notification to the Member.

28.5. These Rules enter into force on 3 October 2026. Upon the entry into force of these Rules, the previous club rules of the BOTANIQ Budai Klub effective from 1 October

2023 cease to have effect. The repeal of the previous Rules does not affect claims that arose and had already become due before the effective date, ongoing settlements, or rights of Members arising under applicable law.

Budapest, 18 September 2026

Tusculanum Hegyvidék Üzemeltető Kft.

Somlyai Zoltán László, Managing Director
Operator