

ZALAI ÖNVEZETŐ JÁRMŰ KLASZTER

DEED OF FOUNDATION

consolidated version, incorporating the amendments adopted by Resolution No. 3/2026 (X. 5.) of
the General Assembly of the Cluster

5 October 2026

PREAMBLE

The Zalai Önvezető Jármű Klaszter (hereinafter: the **Cluster**) was established in 2018 by AVL Autókut Mérnöki Kft., Innogy Hungária Kft., Cisco Systems Magyarország Kft., Ericsson Magyarország Kft., KNORR-BREMSE Fékrendszerek Kft. and T-Systems Magyarország Zrt. (hereinafter together: the **Founding Members**) with the aim of creating a common innovation, knowledge-transfer and business-development platform for companies operating in the field of autonomous, connected and software-defined vehicles and the related transport infrastructure, thereby contributing to the smart specialisation of Zala County and of the Hungarian economy.

Since its foundation, the activities of the Cluster have expanded to supporting the technological and market transition affecting the entire Hungarian automotive value chain. The Members of the Cluster, primarily Hungarian supplier small and medium-sized enterprises, are simultaneously confronted with shrinking margins, the supplier requirements of new manufacturers settling in the region, the technological shift brought about by electrification and software-defined vehicles, the data-driven expectations of their customers (product-level carbon footprint, digital product passport, industry data spaces) and the shortage of skilled labour.

The Members wish to align the operation of the Cluster with Hungary's Cluster Development Strategy (2023–2030), adopted by the Government in Government Decision 1483/2023 (XI. 7.), with the competitiveness, industrial and technology strategy objectives approved by Government Decision 1073/2024 (III. 28.) – in particular increasing the competitiveness of Hungarian suppliers, supporting the technological transition of the automotive industry, advancing environmentally conscious operation and ensuring the availability of a skilled workforce – and with the priorities of the National Smart Specialisation Strategy (2021–2027).

In view of the above, the Members, at the General Assembly of the Cluster, adopt the strategy of the Cluster for the period 2027–2029 (hereinafter: the **Cluster Strategy**) and amend and consolidate the 2018 Deed of Foundation as set out below, while preserving the legal continuity and name of the Cluster and the results it has accumulated since 2018. The purpose of the amendment is to make the organisational structure of the Cluster simpler and quicker to operate, to ensure that the objectives and services of the Cluster reflect the Cluster Strategy, and to ensure that the Cluster meets the requirements of the Hungarian cluster qualification system and of international cluster labelling (European Secretariat for Cluster Analysis, ESCA).

I. NAME OF THE CLUSTER

- I.1. Name of the Cluster in Hungarian: **Zalai Önvezető Jármű Klaszter**.
- I.2. Name of the Cluster in English: **Connected and Automated Mobility Cluster of Zala**.
- I.3. The Members may use the name, logo and corporate identity elements of the Cluster in accordance with Section II.

II. LEGAL STATUS AND LEGAL CONTINUITY OF THE CLUSTER

- 2.1. The Cluster is a voluntary, contract-based professional and business cooperation of the Members. The Cluster has no legal personality; it may not acquire rights or assume obligations in its own name, and it may neither sue nor be sued in its own right.
- 2.2. This Deed of Foundation constitutes a multilateral cooperation agreement concluded between the Members pursuant to Section 6:59 of Act V of 2013 on the Civil Code (hereinafter: the **Civil Code**). The Members expressly state that their cooperation is not aimed at creating joint assets, pursuing a joint business activity or bearing risks jointly; the Members shall not be liable for one another's obligations, and no Member shall be entitled to bind the other Members in the name of the Cluster.
- 2.3. Membership shall not restrict the organisational, economic and legal independence of the Members. Each Member shall be obliged to act in accordance with its own code of conduct and internal rules in the course of its activities relating to the Cluster as well.

- 2.4. The Cluster has been established for an indefinite period. It commenced its operation **with its inaugural general assembly held on 10 January 2018 (its Deed of Foundation having been adopted by Resolution No. 2018/8 of the General Assembly)** and, by virtue of this amendment, continues it with legal continuity and under an unchanged name. The membership of the Members registered with the Cluster at the time this amendment enters into force shall not be interrupted by the amendment.
- 2.5. The Cluster carries out its activities through the cluster management organisation defined in Section 9, which represents the Cluster vis-à-vis third parties within the scope defined in Section 9.5 and makes the legal declarations necessary for the operation of the Cluster in its own name and in the interest of the Cluster.

III. CENTRAL ADMINISTRATION AND AREA OF OPERATION OF THE CLUSTER

- 3.1. The place of central administration of the Cluster is the place of central administration of the cluster management organisation from time to time, currently: **1092 Budapest, Kinizsi utca 21-25, staircase B, 5th floor, door 4.**
- 3.2. Official website of the Cluster: **www.zonecluster.eu**. The cluster management organisation shall continuously publish on the website the documents governing the operation of the Cluster (this Deed of Foundation, the Organisational and Operational Rules, the Code of Ethics, the Cluster Strategy), the services of the cluster management and – with the consent of the Members – the list of Members.
- 3.3. The area of operation of the Cluster is primarily Hungary; its Members may also include foreign organisations (Section 7.1a). In view of its founding heritage, the Cluster pays particular attention to automotive actors in Zala County and the Western Transdanubia region, and carries out its activities with a Central and Eastern European (in particular V4, Austrian, German and Western Balkan) and wider European Union perspective.

IV. VISION, MISSION AND OBJECTIVES OF THE CLUSTER

- 4.1. **Vision.** The vision of the Cluster is to become, by 2029, the leading business and development community of Hungarian automotive suppliers, whose members are the winners of the automotive transition: they win new orders, operate more efficiently and profitably, and possess the knowledge and workforce required for the transition.
- 4.2. **Mission.** The mission of the Cluster is to improve the profitability of its Members, primarily Hungarian SME suppliers, in two ways: by giving them access to new business opportunities and by supporting them in increasing the efficiency of their operations. To this end, it connects the Members with vehicle manufacturers (OEMs), major system suppliers and international value chains, provides practical assistance with the technological, digital and green transition, and develops the competences of the Members' employees.
- 4.3. **Strategic objectives.** In accordance with the Cluster Strategy, the Cluster pursues the following objectives:
 - a) **new business opportunities and market access** – expanding the Members' relationships with vehicle manufacturers and system suppliers, targeted forwarding of procurement enquiries and requests for quotation, joint access to domestic and international markets;
 - b) **technological, digital and green transition, more efficient operation** – assessing the digital and artificial intelligence maturity of the Members, efficiency and return-on-investment analyses, risk-free trial ("test before invest") opportunities, preparation for joining industry data spaces and for customers' carbon footprint and ESG requirements;
 - c) **workforce and competences** – reskilling and upskilling, workforce transformation plans, cooperation with vocational and higher education institutions;
 - d) **market-based self-sustaining operation and a strong member community** – financing the core operation of the Cluster from its own market revenues, increasing the number of

Members and member engagement, diversified fundraising, international labelling and network presence, advocacy.

- 4.4. The Cluster Strategy – together with the quantified target values of the objectives, the service portfolio, the action plan and the monitoring system – shall be adopted by the General Assembly, reviewed at least every three years and amended as necessary. The Cluster Strategy is the binding professional framework for the operation of the Cluster; in the event of any discrepancy between this Deed of Foundation and the Cluster Strategy, this Deed of Foundation shall prevail.

V. ACTIVITIES OF THE CLUSTER

- 5.1. The Cluster shall achieve the objectives set out in Section 4 through activities based on the following four service pillars:
- a) **Business acquisition and market access:** relationship programme with vehicle manufacturers and system suppliers (including the supplier days of new manufacturers settling in the region); procurement forums; forwarding of procurement enquiries and requests for quotation (RFQ); organisation of B2B meetings; a competence and capacity database of the Members and a supplier catalogue in foreign languages; joint presence at domestic and international trade fairs and conferences; a defence and space industry diversification programme (assessment of market and technological fit, standards and security requirements, and pilot entry through international programmes); entry programmes towards further industries related to the automotive industry (in particular the railway and energy industries).
 - b) **Technological, digital and green transition:** digital and AI maturity assessment, development roadmaps; efficiency and return-on-investment analyses; “test before invest” pilot services; preparation for industry data spaces (e.g. Catena-X, Factory-X) and for data-driven customer requirements; sustainability services (product-level carbon footprint calculation, preparation for customers’ ESG data requests, energy efficiency and circularity assessment); support for implementation; investment and financing advice. In the course of this activity, the Cluster builds on the services of the **Data-EDIH 2.0** European Digital Innovation Hub, operating under the coordination of the cluster management organisation, and on the knowledge accumulated there, and shall carry this knowledge forward in its own services after the closure of the project.
 - c) **Workforce and competences (ZONE Training & Innovation Academy):** training courses leading to a certificate, based on the adult education licence of the cluster management organisation; digital and AI training; tailored corporate programmes; reskilling and upskilling; workforce transformation plans; adoption of international good practices in education.
 - d) **Development funding, international partnership and advocacy:** monitoring of calls for proposals and funding opportunities, proposal writing and consortium building for domestic and European programmes; preparation for intellectual property protection and certification; representation of the Members’ interests at domestic and international policy forums; cooperation with European clusters, networks and professional organisations (in particular the EIT Urban Mobility community), including through membership in them, and with universities and research institutions; channelling of feedback from Members; operating a closed professional club with the participation of the Members and invited experts and decision-makers; supporting business succession (generational change: management and ownership succession, knowledge transfer) with the involvement of partner experts.
- 5.2. General tasks of the Cluster: organising the exchange of knowledge and information among the Members; organising professional events, including the **CEE Automotive Transition Forum**; joint communication, PR and marketing; market research and regular assessment of the Members’ needs; operating the website and the register of Members of the Cluster; measuring and publishing the results of the Cluster.

- 5.3. The detailed content of the services, the conditions for using them and the membership benefits attached to the membership tiers shall be laid down in the Organisational and Operational Rules and in the Fee Regulations annexed thereto.
- 5.4. Research, development and innovation (R&D&I) cooperation between Members, as well as the terms of any specific joint project implemented within the framework of the Cluster – including the allocation of tasks, the bearing of costs and intellectual property matters – shall be the subject of a separate written agreement between the Members concerned. Where a third party is involved, the terms of the cooperation shall be laid down in a bilateral or multilateral contract.

VI. PRINCIPLES OF COOPERATION

- 6.1. **Good faith and fair dealing.** In exercising their rights and performing their obligations, the Members shall act in accordance with the requirements of good faith and fair dealing and in mutual cooperation. In the interest of the objectives of the Cluster – to the extent permitted by law and by their own internal rules, and provided that such information is not confidential – they shall share the necessary information with one another. A Member for which the disclosure of information would conflict with a statutory, contractual or internal obligation shall refuse to disclose it and shall inform the requesting party of the reason.
- 6.2. **Competition law compliance.** The Cluster shall strictly comply with Article 101 of the Treaty on the Functioning of the European Union and with Act LVII of 1996 on the Prohibition of Unfair Market Practices and Restriction of Competition. Within the framework of the Cluster, the Members shall not share competitively sensitive information with one another – in particular data on prices, pricing, market share, customers and suppliers, capacities, costs, revenues, commercial terms and business plans – and shall not participate in any anti-competitive agreement or concerted practice. Any discussion that becomes questionable under competition law shall be suspended and this shall be recorded in the minutes; if the discussion continues despite objection, the Members shall be obliged to leave it. Meetings of the Cluster shall be held on the basis of an agenda communicated in advance, with a summary record being prepared.
- 6.3. **Openness and equal treatment.** Accession to the Cluster and participation in the events and services of the Cluster shall be open, under transparent and non-discriminatory conditions, to all organisations meeting the membership conditions set out in Section 7. The fees for using services financed from State aid shall correspond to the market price or reflect the costs, in accordance with the applicable State aid rules.
- 6.4. **Provision of data for measuring the results of the Cluster.** The Members undertake to make available, at the request of the cluster management organisation and within a reasonable time limit, the non-confidential data (in particular company size, headcount, cooperation implemented within the framework of the Cluster, and services used) required for the monitoring of the Cluster Strategy, for cluster qualification and funding procedures, and for international cluster labelling.

VII. MEMBERSHIP

- 7.1. **Conditions of membership.** Any Hungarian or foreign business company, other business organisation, Hungarian branch of a foreign enterprise, higher education institution, research institution, or professional, economic or advocacy organisation – irrespective of the country of its registered office – which is active, directly or indirectly, in the automotive and mobility value chain or in the related digital (ICT), energy, manufacturing technology, logistics, education or consultancy fields, and which accepts as binding upon itself the provisions of this Deed of Foundation, the Organisational and Operational Rules, the Code of Ethics and the Fee Regulations, may become a Member of the Cluster. An organisation may not become a Member if it – or its owner or executive officer – is subject to a restrictive measure (sanction) imposed by the European Union or Hungary, or if its admission would jeopardise the funding relationships of the Cluster, of the cluster management organisation or of the Members.

- 7.1a. **Foreign Members.** A Member having its registered office abroad shall have the same rights and obligations as the Hungarian Members. Upon accession, a foreign Member shall attach an extract from the register of its country of registered office or an equivalent document – accompanied, where the document is not in Hungarian or English, by an English translation. The Cluster shall also communicate with foreign Members in English; the cluster management organisation shall publish the English translations of the documents of the Cluster on the website.
- 7.2. **Establishment of membership.** The membership of the Founding Members was established by the signing of the Deed of Foundation. An organisation wishing to join shall submit a written declaration of accession to the cluster management organisation, in which it declares its acceptance of the provisions of Section 7.1, its chosen membership tier and the identity of its contact person, and declares that no bankruptcy, liquidation, voluntary winding-up or compulsory strike-off proceedings – or, in the case of a foreign Member, similar proceedings under the law of its country of registered office – are pending against it, and that it is not subject to a restrictive measure referred to in Section 7.1. The Board shall decide on admission within 30 days of receipt of the declaration of accession and shall inform the next General Assembly of its decision. Membership shall be established on the date of the decision on admission. A rejected applicant may refer the matter to the General Assembly.
- 7.3. **Register of Members.** The cluster management organisation shall keep a register of the Members containing the Member's name, registered office, registration number, tax number, company size classification, membership tier, the start date and – in the event of termination – the end date of membership, and the details of the contact person. The Members shall notify any change in their registered data within 15 days. The list of Members constitutes Annex 1 to this Deed of Foundation, which the cluster management organisation shall keep up to date; updating the Annex shall not constitute an amendment of the Deed of Foundation.
- 7.4. **Rights of the Members.** A Member shall in particular be entitled to:
- a) attend the General Assembly, speak there, make proposals and – in accordance with Section 8.2 – vote;
 - b) through its representative, stand as a candidate for and be elected to office;
 - c) use the services and events of the Cluster and the membership benefits attached to its membership tier in accordance with the Fee Regulations;
 - d) request information on the operation of the Cluster, the implementation of the Cluster Strategy and the financial management of the cluster management organisation relating to the Cluster;
 - e) refer to its membership in its business communications in accordance with Section 11.
- 7.5. **Obligations of the Members.** A Member shall in particular be obliged to:
- a) comply with this Deed of Foundation, the Organisational and Operational Rules, the Code of Ethics, the Fee Regulations and the resolutions of the bodies of the Cluster;
 - b) pay the membership fee on time in accordance with Section 8 and the Fee Regulations (subject to the exception set out in Section 7.9);
 - c) designate a contact person and provide data in accordance with Section 6.4;
 - d) comply with the rules on confidentiality, competition law and data protection;
 - e) refrain from damaging the reputation of the Cluster and from any conduct contrary to the objectives of the Cluster;
 - f) notify the Board if it intends to assume a leading role in another organisation pursuing the same activities as the Cluster.
- 7.6. **Termination of membership.** Membership shall terminate:
- a) upon the dissolution of the Member without a legal successor;
 - b) by withdrawal: a Member may withdraw without giving reasons, with effect from the last day of the current year, by written statement addressed to the cluster management

- organisation; withdrawal shall not affect the obligation to pay the membership fee due until the end of the current year;
- c) by removal: in the event of failure to pay the membership fee as set out in Section 8.6;
 - d) by expulsion: if the Member seriously or repeatedly breaches this Deed of Foundation, the Code of Ethics or the law, or seriously damages the reputation of the Cluster. The General Assembly shall decide on expulsion on the proposal of the Board, after hearing the Member;
 - e) upon the dissolution of the Cluster.
- 7.7. The Board may terminate membership if liquidation or compulsory strike-off proceedings are initiated against the Member by a final decision.
- 7.8. In the event of termination of membership for any reason, the Member may not claim reimbursement of any monetary or in-kind contributions made to the Cluster or to the cluster management organisation, and termination shall not affect the obligation to pay membership fees that have fallen due up to the date of termination. The obligation of confidentiality shall survive the termination of membership.
- 7.9. **Membership of the cluster management organisation.** For the duration of its designation, the cluster management organisation shall be a Member of the Cluster. It shall not pay a membership fee. It may not vote on (a) the adoption of the annual work plan, budget and report, (b) matters relating to the Fee Regulations, membership fees and waivers of membership fees, (c) the revocation of its own designation, or (d) a finding that the Cluster Manager is unfit; in these matters the quorum and the required majority shall be determined without the cluster management organisation. The person representing the cluster management organisation may not be elected President or Vice-President. Upon revocation of its designation, the membership of the cluster management organisation shall also terminate, unless the General Assembly – at the request of the organisation – resolves to admit it as an ordinary Member.

VIII. FINANCIAL BASIS OF THE CLUSTER; MEMBERSHIP FEE

- 8.1. **Sources of funding.** The financial sources for the operation and services of the Cluster are: the membership fee; service, training and event participation fees; sponsorship; domestic and European Union grant and funding sources; project financing; donations; and revenues from the exploitation of jointly developed products and services in accordance with a separate agreement between the Members concerned.
- 8.1a. **Operating principle: market-based self-sustainability.** The core operation of the Cluster – the core team of the cluster management and its operating costs – shall be financed from its own market revenues (membership fees, revenues from services, training and events, and fees for business acquisition services). Grant and project funding accelerates and extends the achievement of the objectives of the Cluster Strategy but is not a precondition of the core operation; during the transitional period set out in the Cluster Strategy it may play a capacity-building role. The cluster management organisation shall plan and record the core operation and the projects separately, and shall report annually to the General Assembly on the self-financing ratio of the core operation (the ratio of own market revenues to the cost of the core operation). The detailed rules on participation in projects are set out in the Organisational and Operational Rules.
- 8.2. **Voting rights.** At the General Assembly, each Member – irrespective of its membership tier and size – shall have one vote, subject to the exception set out in Section 7.9.
- 8.3. **Amount of the membership fee.** The membership fee is an annual fee, the amount of which depends on the Member's company size classification (micro and small enterprise, medium-sized enterprise, large enterprise; non-business Members – in particular higher education institutions, research institutions, and professional and advocacy organisations – shall be treated in the same way as micro and small enterprises) and on the membership tier chosen by the Member (basic, first upgraded or second upgraded tier). The amounts of the membership fees, the membership benefits attached to each membership tier and the discounts shall be laid

down in the Fee Regulations adopted by the General Assembly. The membership fee system under the Cluster Strategy shall enter into effect on 1 July 2027; until then, the transitional rules of the Organisational and Operational Rules shall apply.

- 8.4. **Method and frequency of payment of the membership fee.** The membership fee shall be paid by bank transfer on the basis of an invoice issued by the cluster management organisation. The membership fee shall fall due semi-annually, in an amount equal to half of the annual membership fee; the cluster management organisation shall issue the invoice for the first half-year by 31 January and for the second half-year by 31 July, with a 30-day payment term. A Member joining during a half-year shall pay the pro rata portion of the membership fee for that half-year, taking into account the entry discount set out in the Fee Regulations. There is no entry (registration) fee. An upgrade of the membership tier may be requested during the year, and a downgrade with effect from the following year.
- 8.5. **Legal nature and use of the membership fee.** The membership fee and other fees collected for the benefit of the Cluster constitute revenue of the cluster management organisation, which it shall use exclusively for the purposes of the Cluster, for the performance of cluster management tasks and for services provided to the Members, in accordance with the annual work plan and budget adopted by the General Assembly. The cluster management organisation shall report annually to the General Assembly on its revenues and expenditures relating to the Cluster.
- 8.6. **Consequences of failure to pay the membership fee.** In respect of membership fees falling due after 1 July 2027: if a Member fails to pay the membership fee by the payment deadline, the cluster management organisation shall send it a written reminder setting an additional deadline of at least 15 days. Upon the expiry of the additional deadline without result:
- a) until payment of the membership fee, the Member may not use the chargeable services of the Cluster at the member discount or the membership benefits attached to its membership tier, and may not exercise its voting rights at the General Assembly;
 - b) if the debt is not settled within 90 days of the payment deadline, the Board shall remove the Member from the register of Members; the Member shall be notified of the removal in writing;
 - c) the cluster management organisation shall be entitled to charge default interest and a fixed recovery cost allowance under the Civil Code, and to enforce the debt even after the termination of membership.
- 8.7. **State aid.** The cluster management organisation shall handle the State and European Union aid used for the activities of the Cluster, as well as the aided services passed on to the Members, in accordance with the applicable State aid rules – in particular Commission Regulation (EU) No 651/2014 (General Block Exemption Regulation) and Commission Regulation (EU) 2023/2831 (de minimis Regulation). When using an aided service, the Member shall make the necessary declarations.

IX. ORGANISATION OF THE CLUSTER

The bodies of the Cluster are: the **General Assembly**, the **Board**, and the **cluster management organisation** and the **Cluster Manager** designated by it. Professional working groups to support the implementation of the Cluster Strategy may be established by an amendment of the Organisational and Operational Rules to that effect.

9.1. The General Assembly

- 9.1.1. The General Assembly is the supreme decision-making body of the Cluster, consisting of all the Members. Members shall be represented at the General Assembly by their legal representative or by a representative authorised in writing.
- 9.1.2. The following shall fall within the exclusive competence of the General Assembly:
- a) adoption and amendment of the Deed of Foundation and of the Organisational and Operational Rules;
 - b) adoption, review and amendment of the Cluster Strategy;

- c) adoption of the annual work plan and budget, and adoption of the report on implementation in the previous year;
 - d) election and removal of the President and the Vice-President;
 - e) designation of the cluster management organisation and revocation of the designation;
 - f) establishment and amendment of the Fee Regulations, including the amounts of the membership fees;
 - g) adoption and amendment of the Code of Ethics;
 - h) decisions on the expulsion of a Member and on requests under Section 7.2 against a decision of the Board rejecting admission;
 - i) dissolution of the Cluster;
 - j) a finding that the Cluster Manager is unfit (Section 9.4.3);
 - k) any matter which this Deed of Foundation or the Organisational and Operational Rules assign to the competence of the General Assembly.
- 9.1.3. The ordinary General Assembly shall be held once a year, in the second quarter of the calendar year (between 1 April and 30 June); the agenda of the ordinary General Assembly shall include the adoption of the report for the previous year and of the work plan and budget for the current year. An extraordinary General Assembly may be convened at any time as necessary. The General Assembly shall be convened by the Cluster Manager, who shall be obliged to convene it if the Board or any Member so requests in writing, specifying the agenda. If the office of Cluster Manager is vacant, or if the Cluster Manager fails to take action within 15 days despite a request to convene, the General Assembly shall be convened by the managing director of the cluster management organisation or, failing that, by the President. The invitation shall be sent to the Members by electronic means at least 8 working days before the date of the General Assembly, specifying the place, time and agenda of the General Assembly and the proposals required for decision-making.
- 9.1.4. In extraordinary, urgent cases – in particular where postponing the decision would seriously jeopardise the interests of the Cluster or of the Members, or where it is necessary to meet a deadline relating to a call for proposals, a qualification procedure or any other preclusive deadline – the General Assembly may also be convened exclusively by means of electronic communications (as an online meeting) with an invitation sent at least 2 working days before the date of the General Assembly. The reason for the urgency shall be stated in the invitation. The rules of Sections 9.1.6–9.1.7 shall apply without change to the quorum and decision-making of a General Assembly convened with 2 working days' notice.
- 9.1.5. The General Assembly may be held with physical attendance, by means of electronic communications (as an online or hybrid meeting), or without a meeting, by written (electronic) voting, provided that the identity of the Members and the authenticity of the vote are ensured. The detailed procedural rules are set out in the Organisational and Operational Rules.
- 9.1.6. The General Assembly shall be quorate if more than half of the Members entitled to vote are present or represented. A reconvened General Assembly held owing to lack of quorum – which may also be announced in the original invitation – shall be quorate in respect of the matters on the original agenda irrespective of the number of those present, with the exception of the matters listed in Section 9.1.7.
- 9.1.7. The General Assembly shall adopt its resolutions by a simple majority of the votes of the Members present; in the event of a tie, the President – or, in his or her absence, the Vice-President – shall have the casting vote, and if neither of them is present, the draft resolution shall be deemed rejected. The concurring votes of at least two-thirds of all Members entitled to vote shall be required for the amendment of the Deed of Foundation, the revocation of the designation of the cluster management organisation and the expulsion of a Member. The dissolution of the Cluster shall require a unanimous decision of all Members. If the number of votes required for a resolution requiring a qualified majority cannot be attained at the General Assembly, the General Assembly may order by simple majority that the voting be continued in a written procedure under the Organisational and Operational Rules for a period of up to 30 days from the date of the General Assembly; in that case the resolution shall

be adopted on the day on which the last required vote in favour is received by the cluster management organisation. Votes cast in writing or by electronic means, as well as votes cast by proxy, shall be taken into account when calculating the two-thirds majority.

- 9.1.8. The General Assembly shall be chaired by the President or, if he or she is prevented, by the Vice-President, or, if both are prevented, by the Cluster Manager. Minutes shall be taken of the General Assembly, which shall be signed by the chair of the meeting, the keeper of the minutes and two Members acting as minutes authenticators, and which the Cluster Manager shall send to the Members within 10 working days. The cluster management organisation shall keep a numbered record of the resolutions.

9.2. The Board

- 9.2.1. The Board is the strategic steering and supervisory body of the Cluster, consisting of three members: the **President**, the **Vice-President** and the **Cluster Manager**.
- 9.2.2. The President and the Vice-President shall be elected by the General Assembly from among natural persons nominated by the Members who are entitled to represent the Members or are delegated by them. The term of office of the President and the Vice-President shall be **three years** from the date of their election; they may be re-elected. The President and the Vice-President may not be representatives of the same Member, and neither of them may be a member, executive officer or employee of the cluster management organisation. The President and the Vice-President shall receive no remuneration for their office.
- 9.2.3. The President and the Vice-President **may be removed only by the General Assembly**; the General Assembly shall decide on removal by a simple majority of the votes of the Members present. The term of office of the President and the Vice-President shall also terminate upon expiry of the term, upon written resignation addressed to the General Assembly, upon termination of the membership of the Member he or she represents, and if the person concerned is no longer entitled to represent the Member he or she represents, or is no longer its employee or executive officer.
- 9.2.4. If the term of office of the President or the Vice-President terminates before the expiry of the term, the office shall not pass to another representative of the Member he or she represented. Within 15 days of the termination, the Cluster Manager shall publish a call among the Members for nominations to the office, with a nomination deadline of at least 15 days, and within 30 days of the expiry of the nomination deadline shall convene the General Assembly – or order a written (electronic) vote – to elect the new officer. The term of office of the new officer shall run for the remainder of the term of office of his or her predecessor. Until the election of a new President, the duties of the President shall be performed by the Vice-President, and until the election of a new Vice-President, the duties of the Vice-President shall be performed by the President.
- 9.2.5. The duties and powers of the Board shall include in particular:
- steering and supervising the implementation of the Cluster Strategy and quarterly monitoring of the achievement of target values;
 - reviewing and approving proposals to be submitted to the General Assembly – in particular the Cluster Strategy, the annual work plan and budget, the report and the Fee Regulations – before their submission to the General Assembly;
 - deciding on admission and on removal from the register of Members, and proposing to the General Assembly the expulsion of a Member;
 - proposing to the General Assembly the establishment of professional working groups and – in the case of working groups established under the Organisational and Operational Rules – appointing their leaders;
 - supervising the activities of the cluster management organisation relating to the Cluster and approving the reports of the Cluster Manager;
 - taking a position on strategically important applications to be submitted on behalf of the Cluster that also affect the Members, and on policy positions to be formulated on behalf of the Cluster;

- g) adopting its own rules of procedure.
- 9.2.6. The Board shall meet as necessary, but at least quarterly; its meetings shall be convened by the Cluster Manager with the consent of the President. The Board shall be quorate if at least two of its members – including the President or the Vice-President – are present. A Board member who, or whose represented Member, is affected by the resolution may not take part in the vote; in such cases the quorum and the majority shall be measured against the number of Board members entitled to vote, and if no Board member entitled to vote remains, the matter shall be decided by the General Assembly. The Board shall adopt its resolutions by majority vote; in the event of a tie, the President chairing the meeting (or, if he or she is prevented, the Vice-President) shall have the casting vote. Meetings of the Board may also be held by electronic means, and the Board may also adopt resolutions without a meeting, by electronic voting. Any Member may attend the meetings of the Board in an advisory capacity.
- 9.2.7. **The President** shall chair the General Assembly and the meetings of the Board, shall represent the Cluster, in cooperation with the Cluster Manager, at policy, governmental and international forums and at the events of the Cluster, and shall be responsible for the Board's oversight of the implementation of the Cluster Strategy.
- 9.2.8. **The Vice-President** shall deputise for the President with full powers if the President is prevented. The Vice-President's area of responsibility is **the member community and business cooperation**; within this framework, the Vice-President shall in particular: (a) oversee member recruitment, the preparation of admission decisions and the integration of new Members; (b) represent the needs and feedback of the Members – in particular SME Members – within the Board and monitor member satisfaction; (c) support relationship-building with vehicle manufacturers and system suppliers and the development of the professional content of procurement forums and B2B programmes. The Board may amend the Vice-President's area of responsibility in its rules of procedure.

9.3. The cluster management organisation

- 9.3.1. The cluster management organisation of the Cluster is **ZONE Klaszter Nonprofit Korlátolt Felelősségű Társaság** (abbreviated name: ZONE Klaszter Nonprofit Kft.; registered office: 4025 Debrecen, Piac utca 77, 2nd floor, door 15; company registration number: Cg. 09-09-036526; tax number: 26278184-2-09). The General Assembly designated ZONE Klaszter Nonprofit Kft. as the cluster management organisation by its Resolution No. 2018/16; the Members hereby confirm this designation by this Deed of Foundation.
- 9.3.2. The task of the cluster management organisation is the operational management of the Cluster, in particular:
 - a) preparation and implementation of the Cluster Strategy, the annual work plan and the budget;
 - b) organising and providing services to the Members and developing them on the basis of the Members' needs;
 - c) preparing the meetings of the General Assembly and the Board, recording and implementing their resolutions;
 - d) keeping the register of Members, handling the technical aspects of the admission procedure, invoicing and collecting membership fees;
 - e) operating the website and communications of the Cluster;
 - f) monitoring of the Cluster Strategy, data collection and quarterly reporting to the Board, annual reporting to the General Assembly;
 - g) preparing and submitting, on behalf of the Cluster, domestic and European Union applications and qualification and certification requests, and implementing the related projects;
 - h) liaising with domestic and international partner organisations, clusters and networks.
- 9.3.3. The Members authorise the cluster management organisation to represent the Cluster vis-à-vis third parties – in particular authorities, funding and qualifying bodies and partner organisations – to submit qualification requests and applications on behalf of the Cluster,

and to conclude in its own name the contracts necessary for the operation of the Cluster. The cluster management organisation may not bind the Members and may not represent the Members individually; any commitment affecting the Members shall be valid only with the written consent of the Member concerned.

- 9.3.4. The cluster management organisation shall perform the cluster management tasks with its own staff, at its own cost and under its own responsibility; it may not claim any remuneration from the Members for these tasks in addition to the membership fee and the fees under the Fee Regulations.
- 9.3.5. In the event of revocation of the designation of the cluster management organisation, the General Assembly shall designate a new cluster management organisation in the same resolution. In order to protect ongoing projects and funding relationships, the revocation shall take effect after a transitional period of six months, during which the cluster management organisation shall be obliged to hand over the records, the register of Members and the digital platforms linked to the name of the Cluster to the new organisation. The cluster management organisation may resign from its designation by written statement addressed to the General Assembly, with a notice period of at least six months.

9.4. The Cluster Manager

- 9.4.1. The Cluster Manager is the operational head of the Cluster, designated by the cluster management organisation. The Cluster Manager shall be designated in writing by the managing director of the cluster management organisation from among natural persons who are employed by the cluster management organisation or are in another legal relationship with it for the performance of work; the managing director may also designate himself or herself as Cluster Manager. The cluster management organisation shall notify the Board and the Members of the designation and of any change thereto without delay and in writing. Upon designation, the Cluster Manager becomes a member of the Board.
- 9.4.2. The Cluster Manager shall direct the activities of the cluster management organisation relating to the Cluster and shall perform all tasks related to the management of the Cluster which this Deed of Foundation or the Organisational and Operational Rules do not assign to the competence of the General Assembly or the Board. The Cluster Manager shall report to the Board quarterly and to the General Assembly annually.
- 9.4.3. The General Assembly – on a motion of the Board or of at least one-tenth of the Members, after hearing the Cluster Manager – may find by resolution that the Cluster Manager is unfit to perform his or her duties. Upon adoption of the resolution, the Cluster Manager's mandate in respect of the Cluster shall terminate. The cluster management organisation shall be obliged to designate a new Cluster Manager within 30 days of the communication of the resolution, who may not be the person declared unfit. Until the designation of the new Cluster Manager, the managing director of the cluster management organisation – or, if the person declared unfit is the managing director, another staff member designated by him or her – shall temporarily perform the operational tasks that cannot be postponed, but shall have no voting rights on the Board. If the cluster management organisation fails to meet its designation obligation within the time limit, this shall constitute grounds for revoking the designation of the cluster management organisation under Section 9.3.5.
- 9.4.4. A person who is subject to a ground for disqualification applicable to executive officers under Section 3:22 of the Civil Code, or who – with the exception of the cluster management organisation – is an employee or executive officer of another Member, or a close relative of such a person, may not be Cluster Manager.

9.5. Representation

- 9.5.1. The Cluster shall be represented vis-à-vis third parties by the cluster management organisation, acting through the Cluster Manager. At policy, governmental and international forums, the Cluster shall be represented by the President and the Cluster Manager jointly or in accordance with the division of tasks between them. A statement made on behalf of the Cluster shall not bind any Member.

X. CONFIDENTIALITY AND DATA PROTECTION

- 10.1. The Members undertake to treat as trade secrets any non-public economic, technical or organisational knowledge and solutions coming to their knowledge in the course of the operation of the Cluster and falling within the sphere of interest of the Cluster, the cluster management organisation or any Member, and not to make them available to third parties without the prior written consent of the party concerned. A Member shall be liable if it makes confidential information available to an unauthorised person.
- 10.2. For the purposes of Act LIV of 2018 on the Protection of Trade Secrets, the Members regard their relationship within the Cluster as a relationship of trust. The obligation of confidentiality is unlimited in time and shall survive the termination of membership; it shall not extend to information that is publicly available, that has been lawfully obtained by the Member without an obligation of confidentiality or developed by it independently, or the disclosure of which is required by law or by a decision of an authority.
- 10.3. With regard to personal data related to the operation of the Cluster (in particular the data of the Members' contact persons and representatives), the cluster management organisation shall act as an independent controller in accordance with Regulation (EU) 2016/679 (GDPR) and Act CXII of 2011 on Informational Self-Determination and Freedom of Information, on the basis of the privacy notice published on its website. Each Member shall ensure that the contact persons designated by it are informed thereof.

XI. INTELLECTUAL PROPERTY; USE OF THE NAME AND CORPORATE IDENTITY OF THE CLUSTER

- 11.1. Membership and participation in the activities of the Cluster shall not affect the ownership of the Members' existing intellectual property or intellectual property created outside the Cluster (works protected by copyright, patents, know-how, trade marks, databases, trade secrets); the other Members or the cluster management organisation shall acquire a right of use thereof only on the basis of a separate written agreement concluded with the right holder.
- 11.2. The ownership and exploitation of intellectual creations generated in the course of joint R&D&I or other projects of the Members, the sharing of revenues derived therefrom and the conditions of publication shall be settled by the Members concerned in a separate written agreement (consortium or cooperation agreement) before the start of the project. In the absence of such an agreement, the rights shall vest in the Member that created the work.
- 11.3. Materials prepared by the cluster management organisation for the Cluster (in particular studies, training materials, the competence and capacity database of the Members and the supplier catalogue) shall constitute the intellectual property of the cluster management organisation; the Members may use them free of charge, on a non-exclusive basis, for their own internal purposes for the duration of their membership. Each Member consents to the cluster management organisation using and publishing, for the purposes of the Cluster, the non-confidential data and logo provided by the Member for the purposes of the catalogue and the database.
- 11.4. The name and logo of the Cluster are corporate identity elements managed by the cluster management organisation. For the duration of their membership, the Members shall be entitled to refer to their cluster membership and to use the logo of the Cluster in accordance with the corporate identity guidelines of the cluster management organisation; however, statements on behalf of the Cluster or as the position of the Cluster may be made only by the representative referred to in Section 9.5. Upon termination of membership, the right to refer to membership and to use the logo shall cease.

XII. LIABILITY

- 12.1. The Members agree that the liability of a Member for damages under this Deed of Foundation or by reason of its capacity as a Member – in respect of any claim enforceable by the Cluster, the cluster management organisation or any other Member – shall not extend to loss of profit, loss of production, loss of use, loss of business, loss of data, or indirect and

consequential damages; the amount of liability – aggregating all claims, for the entire duration of membership – shall not exceed the amount of the annual membership fee of the Member concerned.

- 12.2. The limitation under Section 12.1 shall not apply to liability for breaches of contract caused intentionally, by gross negligence or by a criminal offence, or causing harm to human life, physical integrity or health, nor to cases in which the limitation of liability is not permitted by law.
- 12.3. Each Member shall be responsible for ensuring that the representative acting on its behalf has the necessary authorisation.

XIII. DISSOLUTION OF THE CLUSTER

- 13.1. The Cluster shall be dissolved if the General Assembly resolves on its dissolution in accordance with Section 9.1.7, or if the number of Members falls to one.
- 13.2. In the event of dissolution of the Cluster, the cluster management organisation shall, within 90 days of the dissolution, account to the Members for the unused amounts collected for the purposes of the Cluster, and shall ensure the proper closure or transfer of ongoing projects and funding relationships.

XIV. FINAL AND TRANSITIONAL PROVISIONS

- 14.1. The Organisational and Operational Rules, the Code of Ethics and the Fee Regulations form an integral part of this Deed of Foundation. In the event of any discrepancy between them and this Deed of Foundation, the provisions of this Deed of Foundation shall prevail.
- 14.2. This Deed of Foundation may be amended by the General Assembly by a resolution recorded in writing, adopted by the majority specified in Section 9.1.7. The cluster management organisation shall consolidate the amended Deed of Foundation, send it to the Members and publish it on its website. The amendment shall be binding on all Members holding membership at the time of the General Assembly adopting the resolution; a Member that does not wish to accept the amendment may withdraw with immediate effect within 30 days of the communication of the amendment, subject to settlement of its membership fee obligation on a pro rata basis.
- 14.3. The Members shall settle their disputes arising from this Deed of Foundation primarily through consultation with one another, by amicable means; to this end, any Member may request mediation by the Board. If the consultation is unsuccessful, the Members stipulate the exclusive jurisdiction of the Debrecen District Court or the Debrecen Regional Court, as determined by the rules on subject-matter jurisdiction, for the adjudication of the legal dispute.
- 14.4. Matters not regulated in this Deed of Foundation shall be governed by Hungarian law, in particular the provisions of the Civil Code. This Deed of Foundation shall also be prepared in an English translation, which serves to inform the foreign Members; in the event of any discrepancy between the two language versions, the Hungarian text shall prevail.
- 14.5. **Entry into force.** This consolidated Deed of Foundation shall enter into force on the date of the resolution of the General Assembly adopting it, and shall replace the 2018 Deed of Foundation.
- 14.6. **Transitional provisions.**
 - a) The membership of the Members registered at the time of entry into force shall continue unchanged; they shall not be required to make a new declaration of accession. Following entry into force, the Members shall, by 15 June 2027, declare their chosen membership tier and their data under Section 7.3; in the absence of such a declaration, the Member shall be classified in the basic membership tier.
 - b) The mandate of the Board elected under the 2018 Deed of Foundation (President and Deputy Presidents) shall terminate upon the election of the President and the Vice-

President at the General Assembly adopting this Deed of Foundation. The term of office of the new officers shall be three years from the date of their election.

- c) The Members record that at the time of adoption of this Deed of Foundation the office of Cluster Manager is vacant. The cluster management organisation shall designate the Cluster Manager in writing, in accordance with Section 9.4.1, at the meeting of the General Assembly adopting this Deed of Foundation; the designation and the previous vacancy of the office shall be recorded in the minutes of the General Assembly.
- d) Until the adoption of the new Organisational and Operational Rules and the Fee Regulations, the provisions of the 2018 Organisational and Operational Rules shall apply to the extent that they do not conflict with this Deed of Foundation. The General Assembly shall adopt the new Organisational and Operational Rules and the Fee Regulations no later than before the entry into effect of the membership fee system under the Cluster Strategy (1 July 2027).
- e) The registration fee under the 2018 rules shall cease upon the entry into force of this Deed of Foundation. The General Assembly – with the consent of the cluster management organisation as the obligee – shall decide in a separate resolution on unpaid registration fees and membership fees that fell due by 30 June 2027 and on their waiver. The legal consequences under Section 8.6 shall not apply to such arrears.

The Members adopted this Deed of Foundation at the General Assembly as being in full conformity with their intentions.

Dated: Budapest, 5 October 2026.