

GENERAL CONTRACTUAL TERMS AND CONDITIONS

AG7 Média Kft.

Registered office: 2013 Pomáz, Ipartelep u. 2988/30

Tax number: 25923496-2-13

Represented by: Péter NIETSCH, Managing Director

hereinafter: **Agency.**

I. Subject-matter of the Contract

The Agency shall provide advertising opportunities for its Customers in accordance with the Customers' requirements in its own media and in other media authorised to sell it. This Contract shall qualify as a framework agreement and the exact parameters (media, price, payment conditions) relating to each advertising opportunity shall be set out in the relevant orders.

II. The Parties' obligations

1. The Agency undertakes to execute the instructions regarding the advertisements in the media listed in the relevant Order and declares that it has the intellectual and technical resources required for high quality performance. At the same time, the Agency undertakes to perform the tasks assigned to it with utmost professional and business care, to the best of its knowledge, taking into account the generally accepted advertising principles, and in accordance with the applicable laws in effect from time to time.

The Customer acknowledges that, in possession of the data supplied voluntarily, the Agency will regularly send newsletters during the validity of this Contract about campaigns and novelties, if any.

The Agency undertakes not to use the supplied data for purposes other than those described in these paragraphs, nor shall it disclose such data to third parties unless it is requested in writing by the police, the National Tax and Customs Administration, or the Court. Disclosure of personal data to third parties or the authorities shall require the user's express prior consent unless otherwise provided by law.

The Agency accepts the following laws and recommendations relating to data handling as binding on itself:

1. Act CXII of 2011 on Informational Self-Determination and Freedom of Information
2. Act VI of 1998 on the Protection of Individuals with regard to the Processing of Personal Data

3. Act CVIII of 2001 on Certain Issues of Electronic Commerce Activities and Information Society Services

The Parties lay down that the works described in Section 1 shall be ordered by filling in a separate form, an Order Form, in writing. The Order Form shall constitute a supplement to this Contract. The Parties shall indicate on the Order Form the charge payable for advertising in the relevant media. The Customer shall make available all information, data, and documents to the Agency in such a manner that it be able to perform the task by the specified deadline. The Customer shall have the right to make changes during performance of the relevant task but if such request for change would affect the performance deadline, it shall be laid down by the Parties in writing.

The Customer shall check the work from time to time. The Customer shall be liable, and provide warranty, for the content of the information, images, and materials supplied by it for publication.

The Customer represents that the data supplied, and the content of the materials handed over, by it are true and do not violate the rights of any third party, natural or legal, nor do they violate any provision of Act XLVIII of 2008 on the Basic Requirements of, and Certain Restrictions on, Commercial Advertising Activities. The Customer acknowledges that it shall be solely liable for the verity of the data supplied by it, for the validity of the information contained by the advertisement, and for any violation of the above listed rights of any third party by the advertisement.

The Customer acknowledges that advertisements violating any law or the norms laid down in the Hungarian Code of Advertising Ethics shall not be published. The Agency shall not be obliged to accept such advertisements, nor shall it be obliged to accept advertisements inconsistent with the profile or ethos of the publication containing the media, or advertisements which cannot be fulfilled for technical reasons or because of their size and the Agency shall also be entitled to terminate an already concluded advertising contract and, in the case of the violation of a statutory provision, to terminate the contract with immediate effect. The Customer shall be solely liable for the authenticity of the data and quality certificates supplied by it and in the case of any violation of any provision concerning the prohibition of subliminal techniques, surreptitious advertising, and comparative advertising.

The Parties lay down that the Agency shall not be obliged to pay damages if it refuses to comply with the Customer's order based on the above.

The Agency shall have the right to engage subcontractors to perform any work under this Contract, but the Agency shall have direct and full-scope liability for the subcontractors' work.

III. Fee payable to the Agency, settlement between the Parties

1. For the activity undertaken by the Agency, the Customer shall pay the Agency the consideration fixed in the relevant Order Form.
2. The invoice (partial invoice, invoice) signed by the Agency shall be sent to the Customer by post. The postal address of the Customer shall be the postal address of the registered office unless the Customer provides another postal address separately.
3. The Customer shall pay to the Agency the VAT due on the fees and costs indicated in the Order Form without any contractual reference, on the basis of the invoice issued by the Agency in accordance with the applicable laws, together with the net amount indicated in the invoice.
4. The Contracting Parties agree that the Agency shall notify the Customer of the performance of the services provided. On the basis of the Parties' agreement, acceptance of an invoice issued by the Agency shall also mean acceptance by the Customer of the Agency's performance in terms of quantity and quality. An invoice shall be regarded as accepted if no objection is expressed by the Customer within 8 days in writing.
5. In the case of TV commercials, having regard to the nature of the media and the high costs of running television commercials and in view of the general terms and conditions of television channels, an order for such advertisements shall only be performed subject to advance payment. In these cases, the Agency shall issue an advance invoice about the full amount of the order at the latest by the 20th day preceding the 1st day of appearance, which shall be paid by the Customer to the Agency by transfer by the 15th day preceding the 1st day of appearance.

Following the receipt of the amount payable for the order, the Agency shall issue a pro forma invoice to the Customer. The final invoice shall be sent to the Customer by the 5th day following the last day of the TV campaign/appearance. The performance certificates evidencing appearance shall be handed over by the Agency to the Customer by the 10th working day following the last day of the campaign.

Should the amount specified in the advance invoice not be credited to the Agency's bank account by the deadline, any and all losses (e.g. delayed appearance, non-appearance) resulting therefrom shall solely be borne by the Customer and the Agency shall not be held liable.

In the case of orders for TV commercials, the broadcasting per program, the description of the actual programs, and the number of appearances shall be contained by the annex to the order form.

The Agency shall be entitled to stipulate advance payment as a precondition of launching the campaign in other cases as well.

6. The Agency shall provide an opportunity for the Customer to pay for a campaign by subsequent payment if it is allowed by the contracted media. The payment deadline in the case of such campaigns shall be the 8th calendar day following performance.

The Contracting Parties agree that should the Customer fail to pay the fee for more than 10 days, the Agency shall be entitled to suspend performance of its obligations under this Contract – except in urgent cases – without any obligation to pay damages and without any other legal consequences if its notice demanding contractual performance and allowing a suitable deadline for performance is not complied with. The Agency shall promptly resume performing its activity after the outstanding fees have been received. If as a result of late payment by the Customer a press kit already approved by the Customer cannot be published, the Customer understands that in such a case, a material submitted and approved by it will only be published subsequently.

7. Guarantees of contractual performance:

- Should the Agency fail to comply with its contractual obligations by the deadline, the Customer shall be entitled to claim liquidated damages in addition to any other claims it may have. The amount of liquidated damages shall be 3% of the gross price of the relevant item(s) per working day, for a maximum of 30 working days. The Customer shall also be entitled to claim reimbursement of its losses in excess of the liquidated damages.
- If the Agency's performance is defective, the Customer shall be entitled to claim quality penalty until the defect is eliminated at the rate of the liquidated damages. Quality penalty can be claimed in addition to and above the liquidated damages. The basis for the penalty shall be the countervalue of the performance defective in terms of quality.
- If the Agency fails to comply with its obligations specified in Section 1 and the Order Form for a reason attributable to the Agency, the Customer shall be entitled to a contractual penalty for frustration at a rate of 50% of the fee fixed for the relevant items.
- The Parties agree that in the case of performance (partial performance) by the Customer, the paid amount shall first be used to settle the costs, secondly to settle the interests, and the balance shall be recognised with respect to the principal. The Parties lay down that the Customer's liability and payment obligation shall apply to overdue and outstanding commitments.
- If following signing, an Order Form comes to naught due to any reason attributable to the Customer, or its failure to comply with its obligations contained in the relevant Order Form (non-payment of the fee, cancellation of the order, etc.), the Customer shall fully compensate the Agency for its losses resulting therefrom. This shall not apply to force majeure events.

IV. Term of the Contract, termination

1. This Contract is concluded by the Contracting Parties for an indefinite performance period with the stipulation that the Agency shall publish during the validity of this Contract the PR or Advertising material supplied by the Customer in the manner and volume agreed in advance.
2. All parameters of this Contract can be flexibly modified by supplements, in view of the extremely quick changes that take place in this market segment.
3. The Parties agree that this Contract can be terminated by either Party by a notice sent to the other party in writing by registered certified mail, with a 15-day term of notice.
4. The Customer expressly acknowledges that that should this Contract be terminated by it for any reason, the Agency and the Customer shall make a settlement with respect to the already paid contractual fee.
5. The Agency shall take any and all urgent measures to protect the Customer's interests even after termination of the Contract until the Customer itself is able to take measures in the matter.
6. In addition to point 3, the Customer may terminate this Contract at any time but it shall pay the contractual fee to the Agency with respect to all confirmed Order Forms. If the Customer withdraws from the Contract because it became obvious before the expiry of the performance deadline that the Contractor can only perform the works with substantial delay, as a result of which performance is no longer in the Customer's interest, the Customer shall be entitled to claim damages in accordance with the rules applicable to contractual breach on the basis of the Civil Code (Act V of 2013).
7. If the Contract is terminated for any reason, the Agency shall return to the Customer all documents, instruments, and business image elements relating to the Customer's activities.
8. Should the Order Form contain terms and conditions (payment deadline, method of payment, conditions of publication) different from those contained by this Contract, the provisions of the Order Form shall apply.

V. Copyright

1. The Parties lay down that the exclusive and unlimited right of utilisation relating to any and all creative materials and final products prepared under this Contract shall belong to the Customer.
2. The Agency states that the right of utilisation, and the ownership, of works produced by it on the basis of conceptual ideas originating from the Customer, or prepared on the basis of

a uniform business image / typographic system (e.g. adaptation) received from the Customer, shall constitute the Customer's sole property. The Agency shall only use such works to perform this Contract for the Customer.

3. The rights to use intellectual property created under this Contract shall be ensured by the Agency for the Customer upon execution of the order and transfer of the countervalue without any limitations on territory, time or content.

VI. Confidentiality

The Parties declare that they shall keep confidential any and all business information received under this Contract and they acknowledge that this confidentiality obligation shall continue to exist even after the end of their legal relationship and that they shall not use such confidential information in their own business activities for their own purposes.

The term 'confidential information' shall include any and all decisions made by the Parties and any and all facts, information, solutions, and data relating to their business activities, the disclosure, unauthorised obtaining or use of which would harm or jeopardise the Parties' lawful financial, economic, or market interests.

The Parties shall keep confidential any and all business secrets and information of essential importance obtained by them in the course of their activities, they shall not disclose such business secrets and information of essential importance to any third party, nor shall they misuse such business secrets and information of essential importance in any other manner.

The Parties undertake to use any and all data, documents, papers, and any other information relating to this Contract for contractual performance only and they shall not make such data, documents, papers, and other information available to unauthorised persons or organisations, nor shall they misuse such data, documents, papers, or any other information in any other manner.

The Parties are aware that any and all information coming into their possession in the course of contractual performance have considerable business value and such information shall not be copied, recorded or reproduced in any other manner by the Parties for purposes other than those required for performing their tasks and they shall not use such information, or disclose such information to third parties, either during the validity, or after termination, of this Contract and they shall ensure confidential handling of such information.

The Parties understand that the oral communication of any fact or data to any unauthorised third party shall constitute a disclosure.

This confidentiality obligation shall be binding on the Parties during the validity and after the termination of this Contract for any reason unless the other Party grants its prior consent in writing, or has earlier disclosed such information itself.

The Parties understand that should either of them commit a breach of their confidentiality obligation, the other Party shall be entitled to enforce the legal consequences specified in the Civil Code.

The Parties shall conduct themselves in line with the other Party's interests. The Parties shall, in particular, regard the following as a conduct contrary to the above stipulation:

- the use, in any form, of any knowledge or business relations obtained from the other Party, for purposes other than those in their common interests, the disclosure of any data, information, document, or paper concerning the other Party's activities to an unauthorised third Party, or providing assistance in obtaining such data, information, document, or paper concerning the other Party, unless the other Party grants its prior consent in writing, or has earlier disclosed such information itself;
- making statements, or spreading rumours, harming or jeopardizing the other Party's good will or creditability.

Any violation of this confidentiality clause shall entail extraordinary notice to be given by the other Party.

Each Party shall be bound by confidentiality vis-a-vis any third party with respect to any data of the other Party unless otherwise provided by law.

The Parties shall be fully liable for any losses resulting from any intentional or grossly negligent violation of their confidentiality obligation.

VII. Settlement of disputes

1. The Parties shall take any and all measures to settle directly, by negotiations, any disagreement or dispute that may arise between them under, or in connection with, this Contract. The Parties shall mutually inform each other of any circumstance that may hinder contractual performance.
2. Should the Parties be unable to settle their dispute amicably, they stipulate the exclusive jurisdiction of the courts having jurisdiction and competence based on the location of the Customer's registered office.

VIII. Miscellaneous

1. Issues not regulated by these General Contractual Terms and Conditions shall be governed by the provisions of the Civil Code.
2. The Parties agree that they shall notify each other promptly should any obstacle to contractual performance occur in the sphere of their influence. Also, the Parties shall

supply and make available to the other Party any and all new data, facts, and documents relating to the service.

3. Further, the Parties declare that the content of this deed is in full conformity with their transactional intent and that they have not been misled or been subjected to threats or duress when entering into this transaction. The Parties declare that they have been duly authorised by the Members' Meeting or the Founder to conclude this legal transaction.

24 October 2017



TECHNICAL TRANSLATION

Prepared by the Hungarian Office
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This translation shall in no way replace attested
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