

# GENERAL AND PAYMENT TERMS & CONDITIONS

The present Terms and Conditions (hereinafter referred to as T&C) shall elaborate on the rights and obligations of **Gyomai Kner Printing House Ltd.** (Company Seat: 5500 Gyomaendrőd, Kossuth u. 10-12; Company Registration Number Cg: 04-10-001527, Tax Number: 11048572-2-04, represented with the capacity of independent trading rights by: Tamás Erdős, CEO; hereinafter referred to as "Gyomai Kner Printing House/Supplier") and the commercial services provided thereby - including but not limited to product manufacturing, supplying and related services – and the purchaser taking advantage thereof (hereinafter referred to as "the Purchaser") as well as the terms and conditions of delivery and payment (between Gyomai Kner Printing House/Supplier and the Purchaser, hereinafter jointly referred to as "Parties").

Concerning any and all (price) offers proposed by Gyomai Kner Printing House to the Purchaser for the performance of commercial services (hereinafter referred to as "Offer"), the provisions of the present T&C shall apply to any and all written or verbal agreements concluded between Gyomai Kner Printing House and the Purchaser as well as upon any discrepancies related thereto, unless explicitly agreed in writing otherwise. The acceptance of the Offer by the Purchaser in writing and/or the submission of an order (hereinafter referred to as "Order") placed by the Purchaser shall constitute the unconditional and irrevocable acceptance of the provisions of the present T&C by the Purchaser and shall be deemed as the Purchaser waiving the right to adhere to any and all provisions of his own terms of purchase or other similar documents.

### I. CONTRACT FORMATION

# 1. OFFER INQUIRY

The Purchaser shall submit a (price) offer inquiry with the Supplier, listing the required quantitative and qualitative parameters.

# 2. (PRICE) OFFERS

Pursuant to the request of the Purchaser, the Supplier shall propose a (price) offer to the Purchaser. The Offers – unless agreed otherwise – shall remain valid for the period of 30 days or until their withdrawal. The Supplier shall indicate in the Offer the period of business days in which he shall undertake to deliver/perform the product/service requested.

The performance obligation of the Supplier shall only commence upon the acceptance of the Offer without any amendments or conditions thereto pursuant to an Order submitted in writing; the Supplier may alter or withdraw his Offer at any time up until receiving and confirming the Order. The Supplier shall assume no obligations by publishing so-called informative prices/promotions. The proposal of the (Price) Offer by the Supplier may be subject to prior authentication of the Purchaser.

# 3. THE ORDER

Pursuant to having familiarized himself with the Offer, the Purchaser shall submit a detailed Order, in which he shall specify the buyer (should it be an entity different from the Purchaser) as well as the exact details thereof, the location of performance, the product, the material to be used, the product requirements and confirm his acceptance of the price as indicated in the price offer, the freight parity rate and the mode of transport (the safety classification of the transport, if applicable) / deadline.

Should the Purchaser accept the Offer with any amendments, modifications, restrictions of modifications thereto, it shall constitute a new offer proposed by the Purchaser. The pertinent new offer shall only give rise to an obligation of the Supplier and to an extent, should the Supplier explicitly consent to its entirety or in part in writing. Regardless of the Order being preceded by and Offer or not, the Order

by itself shall not constitute a performance obligation, unless the Purchaser has received a written nofitication from the Supplier confirming the acceptance of the Order in its entirety as well as any and all amendments, modifications, restrictions or conditions thereto, if applicable.

Should a discrepancy arise between the Order and the acceptance of the Order confirmed by the Supplier, the conditions of the performance of the Order shall be governed by the provisions of the confirmed acceptance of the Order and determined thereafter accordingly. The Order shall not be withdrawn or modified following the date of confirmation of the acceptance of the Order without the prior written consent of the Supplier and provided that any and all costs incurred by the Supplier in relation thereto shall borne by the Purchaser

In addition to the exact specification of any and all parameters required for the production, the Order shall – in order to allow for the better authentication of the Purchaser - specify the (company) name, registered office/address (a different delivery address, if applicable), bank account number, tax administration number as well as the name and contact information of the company representative and liaising officer of the Purchaser. It shall constitute the obligation and the liability of the Purchaser that the Order submitted on his behalf shall be signed by the representative of the Purchaser (registered representative of the Purchaser pursuant to the Company Registry) authorized thereto; should the Supplier request so, the Purchaser shall - by sending a copy of any and all relevant documents – credibly prove its compliance with the aforementioned obligation.

## 4. PRINT MATERIAL

The Purchaser shall submit the so-called print material required to produce the publication to the Supplier within the deadline as requested by the Supplier. The Purchaser may find further information on the general submission recommendations of the Supplier at <a href="https://www.gyomaikner.hu">www.gyomaikner.hu</a>, with the aforementioned information being also attached to the price offer proposed by the Supplier.

The Supplier shall not be liable for any errors in content, imagery or text editing contained in the material submitted by the Purchaser. The Supplier does not examine the contents of the digital file provided by the Purchaser and therefore does not assume any liability related thereto. Furthermore, the Supplier shall not be liable for the authenticity of the data or information contained in the prints produced by him, as the Purchaser shall always be liable for them at all times. The liability of the Supplier in relation to any and all damages incurred to third parties through the actions of the Purchaser shall hereby be excluded.

# 5. ORDER CONFIRMATION

The Order shall be confirmed by the Supplier. A binding contract (hereinafter referred to as "Contract") stipulating the rights and obligations arising between the Parties shall enter into effect upon such confirmation. Should the confirmation deviate from the Order due to technical, material or other reasons, claims related thereto shall be observed by the Supplier if submitted by no later than 2 days following the delivery of the confirmation.

The Contract as concluded shall contain the agreement reached by the Parties in its entirety and it shall, upon entering into effect, render any previous agreements relating to the subject matter of the present Contract concluded between the Parties, whether verbally or in writing, invalid.

# 6. COOPERATION OF THE PARTIES

During the course of exercising the rights and fulfilling the obligations as stipulated under the present Contract, the Parties shall act in compliance with the requirements of bona fide and

fairness, in a mutual and strong cooperation.

The Purchaser shall provide any and all data and information necessary for the performance to the Supplier without undue delay - as specified under the present Contract - and to comply with the data provision requests of the Supplier. The Supplier's performance may be affected in lieu of such documents or data. The Supplier shall not be liable for any errors arising from the false or incorrect nature of such data. The Supplier shall not be liable for the authenticity of the data provided by the Purchaser. The Supplier shall assume no liability for the content of the data provided by the Purchaser or any third parties excluded from Supplier's sphere of interest; nevertheless, he shall take any and all measures reasonably expected aimed at the verification of data authenticity.

#### BILLING PRICE

The price of a commercial service delivered as indicated on the invoice issued may differ from the price indicated on the Order Confirmation, should any alterations to the accounting grounds (technical parameters, raw material etc.) occur for any reason, and the Purchaser has received a written notification thereof and raised no claims thereto.

The Purchaser hereby acknowledges that the prices (costs and fees) specified under the pertinent Contract may be determined on an adhoc basis - with the Supplier obliged to explicitly inform the Purchaser thereof - through an estimation, and may therefore vary pursuant to the actual commercial services being performed. Should in the Supplier's opinion the actual costs be expected to exceed the costs estimated beforehand - as mutually acknowledged and accepted -, he shall notify the Purchaser thereof without undue delay.

Should the Supplier be obliged to complete additional work due to a delayed provision of data by the Purchaser or should other circumstances beyond the reasonable control of the Supplier delay or render the performance of the tasks specified under the present Contract within the deadline as specified impossible, the Supplier shall inform the Purchaser thereof, and furthermore, he shall be entitled to suspend any and all preparations aimed at the delivery of commercial services specified hereunder as well as the performance of the present Contract until the cause of delay has been eliminated. Should a delay present itself and/or additional work be necessary due to the aforementioned reasons, the Supplier shall be entitled to additional remuneration pursuant to the extra time required to perform the present Contract; the Supplier shall submit a detailed written report thereof to the Purchaser.

# II. COMPLETION OF THE CONTRACT

1. The Supplier hereby undertakes to perform the commercial services and produce the products ordered pursuant to the data provided to him by the Purchaser within the timeframe and under the conditions as specified in the Offer and the Order Confirmation. Should the Purchaser request a printing revision, he hereby acknowledges that the Supplier shall compare and verify the manufacturability, scope, cutting size and accessories with the information contained under the Order. The Supplier shall only provide a proof to the pages to be printed upon the explicit request of the Purchaser. Should the Purchaser not request a proof of the pages to be printed, the Supplier may, at its sole discretion, set the print quality parameters for the optimum toner load on the print monitor strip of the densitometer. In addition, should the Purchaser not indicate in writing at the time of placing the Order his interest in being present upon the startup - when he or his authorized agent shall verify and approve the print to be produced - the quality of the print as specified above shall be considered as accepted by the Supplier. The Parties shall consider the printing test approved by the representative of the Purchaser (e.g. upon the startup) as an acceptance in terms of quality.

### 2. PERFORMANCE LOCATION

The company seat or registered office of the Supplier shall be considered as the location of performance and payment, unless agreed otherwise.

# DELIVERY PERIOD

The delivery period shall commence on the date of the Order or the print material being received by the Supplier, should any and all materials provided by the Purchaser required to perform the tasks be made available to the Supplier in a clear and unambiguous form. The delivery period shall be discontinued when the verification process of samples, test prints and review sheets submitted is in progress.

### 4. PRODUCT PACKAGING

The prices proposed by the Supplier shall include the placing of the products in cardboard boxes or the basic packaging of other printing products (excluding the cost of e.g. EUR pallets though). Should the Purchaser be interested in a special packaging (shrink film, crates etc.), the costs thereof shall be billed by the Supplier separately.

#### 5. PRODUCT FEES

The Purchaser shall issue a statement by producing an information sheet pursuant to the relevant provisions of the applicable law on the environmental product fees effective at all times towards the Supplier, and to bear any and all payment obligations (or potential administrative obligations, if applicable) that may arise from the failure to comply with aforementioned.

### EMPLOYMENT OF SUBCONTRACTORS

The Supplier shall be entitled to employ subcontractors.

### 7. SHIPPING

Deliveries performed by the Supplier – unless agreed otherwise - are executed to the expense and risk of the Purchaser. Should the Parties agree on the security shipment of the Product, the Purchaser shall bear the additional costs thereof.

The Supplier shall be entitled to fulfill the number of copies with a difference in terms of the quantity ordered up to the rate of +/- 3%, which the Purchaser shall accept. Should the rate of difference exceed the rate of +/- 3%, the Supplier shall always contact the Purchaser. The excess copies, should the Purchaser fail to claim them, shall be used by the Supplier as waste. Upon delivery – or upon dispatch, should the performance location differ from the company seat or registered office of the Supplier -, the Purchaser shall inspect the package in detail and, in lieu of any performance faults, conclude the delivery sheet. The shipping costs shall include a delivery to a maximum of 2 locations within the same municipality territory.

The shipping costs shall only include the delivery of the goods to the provided address. The Purchaser shall be responsible to facilitate the unloading (in terms of equipment and personnel); should he be unable to undertake the aforementioned, he shall submit this information along with the shipping data (dispatch). Manual unloading of the vehicle shall also be considered as a loading procedure. The Supplier shall not be liable for any damages that may occur during the loading procedure.

The EUR pallets used for shipping, regardless of the shipping provider, shall be handled by the Supplier as a deposit wrapping. Should the Purchaser not be able to provide a replacement pallet, the Supplier shall invoice the Purchaser for the missing equipment at the rate of 3000 HUF/pc + VAT.

### 8. DEFAULT IN ACCEPTANCE

The Purchaser shall accept the delivery of goods properly received or reported as ready for delivery in accordance with the present Contract without undue delay.

The Order shall be considered as completed by the date on which such acceptance shall or should occur pursuant to the present Contract. Upon the aforementioned, the risk of potential losses shall be transferred on the Purchaser.

The Supplier shall have the right to invoice the unsold products and charge a storage fee as of the third (3<sup>rd</sup>) day following the performance pursuant to the present Contract.

### 9. PRODUCT WARRANTY

The Supplier hereby undertakes that the product manufactured by him shall comply with the applicable Hungarian Standards as well as the quantitative and qualitative criteria indicated under the Order and the Order Confirmation. Should a faulty product be shipped, the Supplier shall primarily carry out any and all necessary repairs; should this be impossible to perform due to any reasons, only then shall the product be replaced.

Qualitative claims to the product shall be observed by the Supplier if submitted within one (1) week of receiving the goods.

Missing or faulty parts of the shipment shall not give rise to reject the entirety of the product bulk. The Supplier shall have the right to carry out repairs or a supplementary shipping.

The Purchaser shall observe the qualitative characteristics of the raw materials and additives required to produce the products ordered, considering the use and life cycle of the product.

Regarding a product with obsolete, aged or potentially revoked/expired licenses, the Supplier may in justified cases refuse to comply with the performance obligations as well as any and all warranty requirements related thereto..

### 10. PAYMENT CONDITIONS

In certain cases – e.g. upon the first order of a new Purchaser or the assumption of payment risks – the Supplier shall reserve the right to only confirm the order subject to a pre-payment or an advance payment of 50%. Upon this case, the Supplier shall only commence the manufacturing process after the advance payment has been processed. Pursuant to the aforementioned, the Supplier may decide that following the completion of product manufacturing, the delivery shall only be performed upon the Purchaser having settled the total balance of the invoice.

The Purchaser shall - unless agreed otherwise - be obliged to settle the total balance of the invoice duly issued and submitted via bank transfer to the bank account indicated on the invoice pursuant to the conditions specified under the present Contract within thirty (30) banking days from the date of the invoice being issued.

Upon a default in payment, the Purchaser shall bear the default interest fees, the amount of which - unless agreed otherwise - shall be determined pursuant to the interest rate specified under the applicable Civil Code of Hungary (CCH).

Upon a first or large order or unpaid obligations, the Supplier may request a pre-payment prior to the commencement of the production process as a precondition to begin the performance. Should obligations overdue be present, the Supplier may also refuse any further performance.

Should the Purchaser execute a payment in excess of the amount of his invoice obligations, the Supplier shall be entitled to deduct the costs of reimbursement incurred in relation to the reverse payment from the remainder. The Supplier shall reserve the right to reverse an unidentified and unaccounted payment transfer following the deduction of bank transfer costs from the transfer amount.

Upon settling the invoice, the performance recognized under the invoice shall be deemed as accepted even in lieu of a separate performance confirmation.

The Purchaser shall not have the right of a set-off against the invoice.

# 11. DAMAGES AND COMPENSATION

Any potential damage claims shall not exceed the value of the invoice balance. The Purchaser shall not be entitled to claim any loss of profits or other damages – e.g. incidental damages – against the Supplier.

# 12. FORCE MAJEURE

The Supplier shall not be liable for any delays in performance or failure to comply with any of his obligations stipulated under the present Contract as a whole or in part due to force majeure. "Force Majeure" means any event which may not reasonably be attributed to the Supplier, including without limitation the following circumstances: government decisions, embargo, war, war crimes, terrorist actions anywhere in the world, riots, unrests, fire, floods, explosions, epidemics, quarantines, supply difficulties related to resources usually available (including without limitation electricity, water, fuel etc.), strikes (on the side of the Supplier, its suppliers or subcontractors), lockouts and workplace disruptions, supplier or subcontractor defaults caused by force majeure specified hereunder.

Upon force majeure, the Supplier shall notify the Purchaser of the pertinent event and the performance deadline of the Contract shall automatically be extended for the period reasonably necessary for the Supplier to eliminate the consequences of the force majeure event.

# 13. COMPLAINT HANDLING

The Purchaser shall be entitled to lodge his potential complaints that may arise during the purchase procedure pursuant to any of the options stipulated under the present Contract. Complaint handling by the Supplier shall be provided free of charge at all times.

### 1.) Verbal Complaints

Verbal complaints shall be promptly examined by the Supplier and addressed immediately, if applicable. Should the Purchaser disagree with the way of complaint handling or the complaint be impossible to be addressed immediately, the Supplier shall record the complaint by keeping minutes, with its contents being consulted and approved by the Purchaser. A copy of the record shall be provided to the Purchaser. The Supplier shall examine the complaint upon delivery and issue a reply within 30 days of the complaint submission concerning his justified statement on the complaint.

The aforementioned procedure shall also apply to complaints raised over the telephone.

The complaint minutes shall include the following information:

- a) Name of Purchaser;
- address, company seat, or, if necessary, the mailing address of the Purchaser:
- c) place, time and form of lodging the complaint;
- d) a detailed description of the Purchaser's complaint;
- e) item number or any other identifier used to identify the product purchased by the Purchaser;
- f) signatures of the minute taker and the Purchaser (with the latter constituting a formal element upon a verbal complaint lodged in person).

### 2.) Written Complaints

Upon a written complaint, it shall be examined by the Supplier and answered in writing within 30 days following the notification of the complaint delivery. Upon request, the Supplier shall notify the Purchaser on the findings of the examination via electronic means. Pursuant to the relevant provisions of the applicable law, the complaint shall be either examined, rejected or remedied by the Supplier.

In his reply, the Supplier shall elaborate on the conclusions of the full investigation conducted in relation to the complaint, the measures taken to address the complaint, and, upon its rejection, the reasons of rejection. The Supplier shall inform about his decision by providing a clear, plausible explanation, using simple language and avoiding the unjustified use of legal terminology. In his response, the Supplier shall aim to provide a substantial response to any and all claims of the Purchaser.

## 3.) Data Processing and Complaint Records

During the course of complaint handling, the Supplier may request the following information from the Purchaser:

- a) name of Purchaser;
- b) residence, company seat and mailing address of the Purchaser
- c) telephone number of the Purchaser;
- d) method of notification;
- e) item number or other identification number of the product or service concerned by the pertinent complaint;
- f) description and cause of complaint;
- g) the Purchaser's request in relation to the complaint;
- a copy of the documents in the possession of the Purchaser required to support the complaint;
- any and all other data required to examine and address the complaint.

During the course of complaint handling, any and all data submitted by the Purchaser shall be handled by the Supplier pursuant to the relevant provisions of Act No. CXII. of 2011 on the informational self-determination and the freedom of information.

Written complaints, including the minutes recorded in relation to the verbal complaint lodged in person, as well as the responses thereto shall be archived by the Supplier for a period of five years. Following the expiration of the retention period, the data carries (documents) shall be disposed of by the Supplier.

The personal data recorded under the complaint register shall only be used by the Supplier for complaint registration and complaint handling purposes.

## Legal Remedies

Should the complaint of the Purchaser be rejected by the Supplier in its entirety or in part or the deadline for the investigation of the complaint stipulated above has expired due to non-activity, the Purchaser may turn to the consumer protection body, mediation body or court competent based on its domicile or headquarters.

Consumer protection bodies: <a href="http://jarasinfo.gov.hu/jarasok-lista">http://jarasinfo.gov.hu/jarasok-lista</a>
Contact information of the mediation bodies: <a href="http://fogyasztovedelem.kormany.hu/node/8579">http://fogyasztovedelem.kormany.hu/node/8579</a>

Court: the court having jurisdiction and competence over the case (http://www.birosagok.hu).

### III. MISCELLANEOUS PROVISIONS

### 1. OWNERSHIP RIGHTS RESERVATIONS

The completed product shall remain the property of the Supplier until the price agreed being fully settled, thus excluding the right to lien, transfer as collateral or dispose thereof.

For Purchasers acting in the capacity of resellers, ownership types differing from the aforementioned (e.g. commission ownership) may be created.

Should the Purchaser purchase a product of the Supplier for commercial purposes, he shall ensure the product to be stored in such a way that does not compromise its quality. During the possession of the ownership rights thereto, the Purchaser shall bear full liability for compensation damages in relation to the loss or destruction of the product or any damage to its consignment.

Electronic documents, copy originals, printing plates as well as other auxiliary materials produced by the Supplier shall remain the property of the Supplier. This shall also apply to the manufacturing equipment required to carry out the performance tasks that have been produced by a different contractor at the order of the Supplier.

### 2. MATERIALS SUPPLIED

Materials supplied by the Purchaser shall be accepted by the Supplier free of warranty without verifying the quality and quantity parameters thereof as specified in the delivery documents. Inspection over these materials may only be performed by the Supplier during the manufacturing process and he shall only assume responsibility for damages occurred due to his own fault.

The Supplier shall have the right to transfer any and all costs related to the potential inspection and storage of materials accepted under a depositary liability on the Purchaser.

The usual waste material produced by the trimming, tapping and further printing of the packaging material and the paper during the course of processing – unless agreed otherwise - shall automatically constitute the property of the Supplier.

The Supplier shall assume liability for manuscripts, designs, supplier originals and other materials up to the value of the material thereof for a period of four (4) weeks following the fulfillment of the Order.

# STORAGE

Should the Supplier temporarily store the product - at the expense and risk of the Purchaser - pursuant to the present Contract, he shall not be liable for damages incurred during the storage period despite him acting with due diligence. The Supplier shall not be obliged to take out a hazard insurance on the goods stored.

The minimum storage unit shall consist of 1 pallet. The storage cost shall be HUF 10,000/pallet/storage month commenced + VAT with the possibility of being billed by the Supplier to the Purchaser on a monthly basis. Should the Purchaser fail to claim the goods in excess of one (1) month from being notified on the product completion, the Supplier may also dispose thereof without prior notice of the Purchaser.

Should the Purchaser request to produce the inventory ordered under a collect-on-delivery performance, it is necessary to stipulate the requirements for the further handling of the stock. The Supplier shall review the stock periodically every 90 days and, following the notification of the Purchaser, dispose of the idle/not marketed stock.

### 4. RECURRING TASKS

Should the Order stipulate the provision of recurring commercial services on a regular basis and in lieu of a different agreement concluded between the Parties either by the final deadline or the notice period, such Order may only be terminated in writing with a notice period of three (3) months as of the last day of the calendar quarter.

### 5. COPYRIGHT AND DUPLICATION RIGHTS

Should the Supplier be in possession of a copyright or a right to disposal under copyright protection in relation to the supplier product or parts thereof, the Purchaser shall only obtain the non-exclusive right to distribute the delivered product upon the delivery of the shipment.

The Supplier shall retain the exclusive right to use any and all duplicating devices (electronic documents, copy originals, printing plates, tapping shapes etc.) as well as printed products (blueprints, trial prints etc.) created by himself to manufacture the product to be duplicated. Thus, it shall not be necessary to provide such duplicating devices, should this allow the Purchaser or any third party to manufacture the product.

The Purchaser hereby declares that he is in possession of any and all rights essential in relation to the subject matter of the Order submitted, exempting thereby the Supplier from any and all liability regarding any claims lodged by a third party for the breach of copyright, personality rights and other legal prerogatives.

#### EKÁER SYSTEM

Pursuant to Section 22/E of Act No. XCII. of 2003 on the taxation order, a new requirement has been introduced imposing a notification obligation in relation to both the Purchaser and the Supplier concerning the road transportation of goods. The effective detailed description of the Electronic Public Road Trade System (hereinafter referred to as "EKÁER System") may be found on www.gyomaikner.hu. Upon each and every order, the requested information shall be submitted in writing to the email address of the liaison officer of the Supplier (Product Manager) along with the shipping and packaging instructions (dispatch), preferably simultaneously with the material delivery, but no later than three (3) business days prior to the delivery deadline. Should the Purchaser fail to submit any and all required data pursuant to the provisions of the EKÁER System by the stipulated deadline or provide inaccurate or incomplete data, the Supplier shall not perform the delivery of the pertinent goods. The Supplier shall also take any and all measures to comply with the aforementioned notification obligation in order for its operational and procedural conduct to be in accordance with the relevant provision of the applicable law. The Supplier shall assume responsibility for his activities performed; nevertheless, should the Supplier fail to comply with statutory requirements and should consequently a penalty occur due to the failure on the side of the Purchaser, the Supplier shall be entitled to claim any and all his damages against the Purchaser.

### 7. CONFIDENTIALITY

The Parties shall handle any and all documents presented and submitted, as well as related information obtained as business secrets.

The Parties hereby declare that any and all business information, professional information or any other information related to their respective activities obtained during the course of their cooperation under the framework of the present Contract shall be classified as business secrets and treated as confidential. Both parties shall observe the rules of confidentiality. The confidentiality obligation shall also apply to the employees of the respective Parties; therefore, the Parties shall be responsible for compelling their employees and performance assistants (subcontractors) in an appropriate manner to comply with the confidentiality obligation. The pertinent obligation shall be severable from the existence of the present Contract and remain in effect for an unlimited period following the termination thereof.

The Supplier hereby declares that he shall retain any and all information constituting business secrets, banking secrets and security secrets obtained in relation with the performance of the present Contract for an unlimited period of time and shall be liable for breaching the aforementioned obligation. The Supplier hereby declares that he acknowledges the relevant provisions of Act No. CCXXXVII of 2013 on credit institutions and financial enterprises regarding banking secrets, the relevant provisions of Act No. CXX on capital markets regarding security secrets, as well as the relevant provisions of Act No. CXII of 2011 on information self-determination and freedom of information regarding data processing, and undertakes to comply with the aforementioned

provisions during the data processing.

Furthermore, the Supplier shall not disclose such data to unauthorized persons that would have an adverse effect on the Purchaser.

The Supplier hereby declares that any and all data and information provided to him by the Purchaser exclusively in order to perform his duties stipulated under the present Contract; the aforementioned data shall not be used for any other purpose, handled in a strictly confidential manner and not to be disclosed.

Should the Supplier simultaneously provide commercial services to several Purchasers, he shall handle any and all facts, data and information obtained in relation to the respective activities in a separated fashion.

The Purchaser hereby explicitly acknowledges, agrees and authorizes the Supplier to store, handle, keep, process and transfer confidential information, data containing business secrets, documents, deeds and, if applicable, data classified as personal data, as well as any and all data, upon which the Supplier may draw a conclusion in relation to the Purchaser or his clients, liaising officers, employees or other representatives or may otherwise be associated, pursuant to the relevant provisions of the applicable law on banking secrets and, if considered a personal data, on data protection for the purposes and period specified hereunder.

The purpose of data handling and data transfer shall be the provision of commercial services, customer records, customer services, claim enforcement, marketing and business management. By concluding the present Contract, the Purchaser explicitly and unambiguously accepts that the Supplier shall handle, process and transfer the data to his representative, subcontractor, performance assistant (hereinafter jointly referred to as "Data Processor" or "Data Processors").

The Purchaser hereby acknowledges and agrees that upon compliance with the relevant provisions of the applicable law, the Supplier shall possess the right to transfer data to Data Processors for data processing purposes. The consent expressed by signing the present Contract shall be considered as informed consent.

### 8. LEGAL DEPOSITS

The Supplier hereby notifies the Purchaser of the fact that in relation to publications provided with an ISBN and ISSN identifier (pursuant to Section III, Article 27 of the Government Decree No. 60/1998) a legal deposit copy shall be provided. The Supplier hereby affirms that the legal deposit copies shall be included in the quantity ordered. Should the Purchaser wish to receive the exact amount as stipulated under the Order, the Supplier shall be entitled to claim the additional six (6) legal deposit copies under the invoice issued.

### 9. NAME OR BRAND INDICATION, SAMPLES

Unless agreed otherwise, the Supplier shall possess the right to print and indicate his own company name, telephone number (contact information) and/or trademark on the print material produced without the prior consent of the Purchaser as well.

Furthermore, unless agreed otherwise, the Supplier shall have the right to designate the manufactured products as reference and use them as samples.

### IV. STATEMENTS

The Parties hereby declare that they are properly established and operating entities, possessing the capacity of acquiring rights, file claims and stand against claims filed, are duly authorized to sign the present Contract and fulfill their obligations stipulated hereunder, without requiring any third party to act on their behalf, consent to or being informed as a precondition to the conclusion of the present Contract.

The Purchaser as a sole entrepreneur or individual hereby declares that he is in full possession of his legal and contractual capacities without any limitations thereto.

The Parties hereby declare and warrant that the conclusion of the present Contract by either Party does not or shall not constitute a breach of any other agreements or obligations that either Party is a party thereto or containing a binding provision in relation to the assets of either Party.

The obligations of the Parties stipulated under the present Contract are legitimate and enforceable obligations of a binding nature in relation thereto and enforceable pursuant to the terms and conditions contained therein; they are in full compliance in any and all respects with the contents of the Articles of Association/Incorporation of the respective Parties as well as the applicable law of Hungary; furthermore, the Parties shall comply in any and all respects with the relevant provisions of the applicable law and the conditions of freedoms as stipulated thereby.

The contracting Parties hereby declare that no proceedings in relation to their dissolving, bankruptcy, liquidation or winding up are currently in progress, no such claim has been initiated against them to the best of their knowledge and they have not initiated such proceedings against themselves; furthermore, there are no judicial or administrative proceedings pending against them, which would have the power to render them unable to pursue their economic activities or perform the Contract concluded between them, or may result in a decision that may imply the aforementioned.

The Parties hereby undertake that should such proceedings commence or be initiated against them, they shall notify each other within three (3) days followed the date of being informed thereof.

#### V. FINAL PROVISIONS

The Parties hereby declare that regarding any and all issues not regulated hereunder, the relevant provision of the Civil Code of Hungary (CCH) shall apply.

Concerning any and all litigation cases that may arise from the present contractual relationship, the Parties hereby accept the exclusive jurisdiction of the court competent and having jurisdiction determined by the location of the company seat of the Supplier.

Any deviations from the present T&C shall only be effective if agreed upon in writing.

The present T&C shall be published on the website of Gyomai Kner Printing House at <a href="www.gyomaikner.hu/aszf">www.gyomaikner.hu/aszf</a>. Please find the download version here.

The Gyomai Kner Printing House reserves the right to amend the present T&C unilaterally. The Gyomai Kner Printing House shall notify his Partners regarding any and all modifications of the present T&C at least fifteen (15) days prior to the amendments coming into force by the publication thereof on his website.

In Gyomaendrőd on August 3, 2018

Original copy, wording finalized on: August 3, 2018.

The present T&C has been approved and its application and publication ordered effective as of August 3, 2018 by:

Tamás Erdős Chief Executive Officer