

General Terms and Conditions for Resale Activities

These General Terms and Conditions (hereinafter: 'GTC') are applied by biztributor Kereskedelmi és Szolgáltató Korlátolt Felelősségű Társaság (company registration number: Cg. 01-09-894644, registered office: H-1112 Budapest, Kőoltár u. 4/A., hereinafter: 'biztributor'). The purpose of these GTC is to regulate the rights and obligations of companies (hereinafter: 'Resellers') contracted to sell the products (software, hardware, services, hereinafter: 'Products') distributed by biztributor to end users, the standards to be followed by them when selling the Products and related services, and the cooperation of the involved Parties during the sale of the Products.

The provisions of these GTC shall be applied in the legal relationship between biztributor and the Resellers in all instances where the Parties have not expressly agreed on content that differs from these GTC.

1 Terms and General Sections

1.1 Terms

1.1.1 Manufacturer: producer of a given Product

1.1.2 Distributor: a wholesaler that usually maintains a direct business relationship with the Manufacturer and sells the acquired products to Resellers

1.1.3 Reseller: a company or sole proprietor involved in the sale of products to end users

1.1.4 End user: the ultimate user of a Product. If a Product has a licence agreement (EULA), it applies to the End User.

1.1.5 Parties: it collectively refers to biztributor and the Reseller.

1.1.6 End User Licence Agreement (EULA): contractual terms applicable to the end user of any Product distributed by the Distributor under this agreement.

1.1.7 Product: software, hardware or services offered for sale, sold, or otherwise managed by the Distributor. A combination of multiple individual Products shall also be considered a Product.

1.1.8 Price List: its up-to-date version contains the pricing details for each Product.

1.1.9 Quote: an offer concerning the price or commercial and other conditions related to one or more Products

1.1.10 Biztributor's website: the website available at <http://www.biztributor.hu>, including additional subdomains and/or subpages under the biztributor.hu domain which are administered by biztributor.

1.1.11 Day: it means any calendar day based on the country of biztributor, unless the context clearly suggests otherwise.

1.2 Applicability of the General Terms and Conditions

1.2.1 These General Terms and Conditions shall apply to any legal relationship between biztributor and the Reseller which is established on the basis of a Quote or Reseller Agreement referring to these General Terms and Conditions. Any deviation from the General Terms and Conditions shall be considered valid only if it is documented in a Reseller Agreement or in a separate legal declaration signed by both Parties.

1.2.2 If the Reseller Agreement or a separate legal declaration contradicts certain points of these GTC, then these specific points shall be governed by the Reseller Agreement or the separate legal declaration, while the GTC shall still remain in effect in all other respects.

2 Offer, Order, Fulfilment

2.1 Offer

2.1.1 Biztributor makes its Offer for one or more Products through an individual Quote, a general Quote, or a general Price List.

2.1.2 The Offer contains all the essential conditions which apply to the given commercial transaction, in particular the price of the Product, any special payment terms, and other conditions differing from those outlined in the GTC or otherwise commonly accepted in the industry.

2.1.3 Biztributor has the right to structure its offer based on prevailing exchange rates.

2.1.4 If the End User is indicated in the Offer, the Offer is valid only if the Products are sold by the specified Reseller to the indicated End User. In this case, the Reseller shall undertake not to sell the Product to other End Users, otherwise, the Reseller may be held accountable for compensation.

2.1.5 The Offer includes net prices, any VAT and gross values are provided only for information. If, due to an error, a change in the VAT rate, or any other reason, the gross amount calculated from the net amount according to the applicable legislation differs from the gross amount included in the Offer, biztributor is entitled and obliged to issue its invoice using the net amount included in the Offer and the VAT rate as per the legislation.

2.1.6 A new Offer for a specific transaction renders all previous Offers for the same transaction invalid.

2.2 Order

2.2.1 Biztributor makes its offer on the condition that the offer becomes binding upon the Manufacturer's confirmation. Biztributor reserves the right to reject any Order that lacks confirmation from its Manufacturer partner.

2.2.2 The Reseller orders the Product included in the Offer by accepting biztributor's Offer.

2.2.3 By placing an Order referring to the Offer, the Reseller accepts the Offer. Within the Order, the Reseller may not legitimately impose conditions that differ from those outlined in the Offer, the Reseller Agreement, or the GTC. Biztributor is entitled to accept such separate conditions in a separate declaration, but it is not obliged to do so. If biztributor does not accept these special conditions, these conditions will not be included in the agreement and are considered void, however, the rejection of these conditions does not affect other parts of the Order.

2.2.4 Biztributor is entitled to reject any Order if the Reseller has previously exceeded their allowed deferred payment limit or exceeded it with the specific Order, or if they have been late in paying their invoices.

2.2.5 Biztributor is entitled to reject an Order if, in its judgment, fulfilling the Reseller's Order would jeopardise biztributor's business interests.

2.2.6 The Order becomes effective either upon confirmation by biztributor or upon completion of the Order. Biztributor's confirmation is valid only in written form.

2.2.7 If biztributor issues a proforma invoice or a prepayment invoice, it is entitled to delay the fulfilment of the Order until the amount of the deposit or prepayment is credited to its account. Biztributor's delivery deadline is calculated only from the date of this credit.

2.3 Order Cancellation

2.3.1 The Reseller shall notify biztributor in writing of their request to cancel their Order after sending the Order.

2.3.2 The Reseller may cancel the Order only with prior written consent from biztributor. Biztributor may condition the provision of this declaration, including the possibility of requesting a cancellation fee. In no case is biztributor obligated to provide such a declaration.

2.4 Fulfilment

2.4.1 Unless there is a different agreement in place, biztributor makes the Product available in its warehouse. Sending a notification about the time and place of collection is considered fulfilment by biztributor.

2.4.2 Biztributor is entitled, but not obliged, to deliver the Product electronically (via e-mail, fax) or physically to the Reseller. If the Reseller requests physical delivery, biztributor is entitled to charge the proven costs separately without changing its Offer.

2.4.3 If biztributor undertakes to deliver the Product at the Reseller's premises, the Order will be considered fulfilled if biztributor or its representative attempts to deliver the Product at the Reseller's premises on a designated calendar day during working hours between 9:00 a.m. and 6:00 p.m., regardless of whether the Reseller is present at the premises or actually receives the Product. After an unsuccessful delivery attempt, the Product can be collected at biztributor's warehouse. An exception to this point is if the Reseller rejects the receipt of the Product due to legitimate quality or quantity concerns.

2.4.4 Save as otherwise agreed by the Parties, biztributor's delivery deadline is set at 8 weeks from either the confirmation of the Order or from the deposit or prepayment being credited to biztributor's account.

2.4.5 Biztributor maintains ownership of the delivered Product, and the Reseller does not acquire any rights to the Product until its full payment is made, including interest for late payments.

2.5 Prices

2.5.1 The contract price used for Orders is either the price from the accepted Offer or, in the absence of an accepted Offer, the price stated in the Order confirmation.

2.5.2 Biztributor reserves the right to modify the price according to point 2.5.1 if the exchange rate changes by more than 1.5% between the issuance of the Offer or the confirmation of the Order and the fulfilment of the Order. In this case, biztributor is entitled to modify the purchase price in proportion to the difference in the exchange rate as communicated by the Hungarian National Bank between the day of Offer issuance or Order confirmation and the day of fulfilment. The governing currency is the one indicated in the Offer, usually denoted by symbols like EUR, €, USD, or \$.

2.6 Resale

2.6.1 Unless a different agreement is in place, the Reseller may only sell Products to End Users. Sales to other Resellers, Distributors, and Manufacturers are specifically prohibited. Within this context, renting, leasing, or any other form of providing the right of use is considered a sale.

3 Payment Terms

3.1.1 If the Reseller Agreement or the Offer does not stipulate otherwise, biztributor is entitled to issue a prepayment invoice or proforma invoice based on the Order.

3.1.2 Biztributor is entitled to issue the invoice upon or after delivery. The fulfilment date on the invoice corresponds to the delivery date. A notification sent by biztributor, according to which the Product can be collected at biztributor's warehouse, is also considered a form of delivery. 3.1.3 Payment of the invoice should be made by the specified deadline mentioned in the invoice, without any deductions.

3.1.4 Objections to the invoice shall not entitle the Reseller the right to withhold payment of the invoice. Objections shall be submitted in writing within 8 days of invoice receipt. After evaluation, biztributor will issue a corrective invoice to the extent necessary.

3.1.5 A Reseller authorised in writing by biztributor is entitled to subsequent payment.

3.1.6 In case of late payment, biztributor is entitled to charge twice the central bank's prevailing base interest rate as late interest, but at least 12% annually.

3.1.7 In the event of late payment, biztributor is entitled to require cash payment or advance transfer for all further Orders, to require that all outstanding Orders be paid in cash or by advance transfer before their fulfilment, and to make all outstanding claims due immediately, and to withdraw from all ongoing Orders and agreements with immediate effect.

3.1.8 The Reseller may not use set-off in relation to biztributor's invoice.

3.1.9 Biztributor is entitled to transfer its claims against the Reseller to a third party

3.1.10 For the Products distributed by biztributor, the warranty rules specified by the Civil Code of Hungary, the warranty rules of Government Decree No. 151/2003 (IX. 22.), and any warranty conditions accepted by the Manufacturer shall apply.

4 Data Management and Confidentiality

4.1.1 Biztributor processes the Reseller's data for the purpose of the commercial relationship, for which the Reseller expressly gives their authorisation upon sending the Order.

4.1.2 The Reseller expressly authorises biztributor to send them information in electronic or other forms, including e-mail, to help facilitate their commercial relationship.

4.1.3 Biztributor is entitled to transfer data associated with the Reseller and the given transactions to a third party in the course of assigning its claims against the Reseller.

4.1.4 In the event of late payment by the Reseller, biztributor is entitled to transfer data associated with the Reseller and the given transactions to a third party for the purpose of collecting the outstanding payment.

4.1.5 The Reseller shall treat as a business secret all information obtained in connection with their commercial relationship with biztributor, including details about biztributor, its Manufacturers, the Product, business strategy, business policy, and pricing that is not publicly known or cannot be accessed through a freely available database by anyone. Disclosing a trade secret to a third party shall require obtaining a prior written authorisation from the holder of the secret. The Reseller's obligation to maintain confidentiality also extends to their employees and subcontractors involved in the fulfilment of the individual contract. The Reseller bears responsibility for the conduct of their employees or subcontractors as if those actions were their own.

4.1.6 The Reseller is exempt from the confidentiality obligation if they use the data considered a trade secret to support their claim in court or before an authority, provided that in order to support the claim, it is essential to bring the matter to the given court or authority, and the used trade secret is crucial for the court or authority to make a decision in that specific case. Even in this case, the Reseller shall take all possible measures to ensure that the data cannot be accessed by any third party other than the members of the court or other authority involved in the case.

4.1.7 Biztributor processes the confidential data received from the partner in connection with the individual partnership agreement and its fulfilment as intended, with the partner's interests in mind.

5 Force Majeure

5.1.1 None of the contracting Parties shall be held liable to the other Party and shall not be considered in arrears or breach of contract if the fulfilment of obligations is prevented by a force majeure event that is beyond the Parties' reasonable control. Upon the occurrence of a force majeure event, the affected Party shall immediately notify the other Party and, if possible, shall make reasonable efforts to continue fulfilling their obligations.

5.1.2 If, as a result of a force majeure event, the Reseller cannot fulfil their obligations under the contract, and due to persisting and unforeseen extensions in the circumstances, biztributor's interest in performance ceases, biztributor is entitled to terminate the contract with immediate effect by sending a written notice to the partner. In this case, however, biztributor is also entitled to a fee proportional to the work performed until the occurrence of the force majeure event.

5.1.3 In this contractual relationship, force majeure refers to any event that is beyond a given Party's control, and the given Party is unable to cause or avert an event that prevents the proper performance of the contract.

5.1.4 In particular, the following are considered force majeure: natural disasters, war; terrorist actions; blockade; revolution; rebellion; quarantine; nationalisation, national strike; any action or failure to take action by public bodies or legislative bodies—after the entry into force of this contract—that hinders the execution of this contract.

6 Responsibility

6.1 If no further stipulations are provided in these GTC, including the following provisions, biztributor shall be held responsible for breaching the contract in accordance with legal provisions. Concerning the contractual relationship between the Parties, the application of the second sentence in Section 6:142 of the Civil Code of Hungary shall be excluded. In case of a breach of contract within the agreement between the Parties, biztributor's liability for damages resulting from the breach is regulated as follows: biztributor shall compensate for the damage caused by the breach, considering the exclusions and limitations outlined in these GTC, however, biztributor is exempted from liability if it can prove that no fault is attributable to biztributor. If biztributor intentionally or negligently commits a breach of contract resulting in damages to human life, physical integrity, or health, biztributor shall compensate the damages as outlined in Section 6:143 of the Civil Code of Hungary. In other cases of negligent damage, provided that there are no other, more lenient legal regulations, biztributor is only liable for damages resulting from a serious breach of an essential contractual obligation, however, in the latter case, biztributor's liability is limited to the damages that are foreseeable at the time of the conclusion of the contract and normally occur. The liability of biztributor is limited with regard to the level of compensation; the compensation is 10% of the business fee included in the agreement between the Parties, but a maximum of HUF

6.2 The limitation of liability stated in point 6.1 also extends to breaches of contract or wrongful conduct committed by individuals for whom biztributor is legally liable.

6.3 The Reseller shall notify biztributor immediately in writing of potential damages for which biztributor might be accountable.

6.4 In the absence of a mandatory statutory provision, the limitation period applicable to compensation claims is one year.

7 Other Provisions

7.1.1 Products handed over for testing and demonstration purposes remain the property of biztributor or its partner, and the Reseller may only use them for purposes specified by biztributor. The Reseller shall compensate biztributor for any wear, damage, loss, or destruction of these devices, beyond ordinary wear and tear.

7.1.2 Biztributor provides access to these General Terms and Conditions for viewing at its registered office during working hours and also makes them available on its website at <http://www.biztributor.hu/aszf.pdf>.

7.1.3 Biztributor is a company with a legally operating firm registered in Hungary. At the time of the conclusion of this agreement, there are no lawsuits, bankruptcy or liquidation proceedings, final settlements, enforcement proceedings, or any official investigation against biztributor that would prevent or impede the fulfilment of its obligations outlined in this agreement, and regardless of these circumstances, biztributor should not be considered effectively insolvent either.

7.1.4 The Reseller is a company with a registered firm. At the time of the conclusion of this contract, there are no lawsuits, bankruptcy or liquidation proceedings, final settlements, enforcement proceedings, or any official investigation against the Reseller that would prevent or impede the fulfilment of their obligations outlined in this contract, and regardless of these circumstances, the Reseller should not be considered effectively insolvent either.

7.1.5 The Reseller warrants that it works as an independent company and performs its obligations under this contract as an independent contractor. The Reseller is not a representative or agent of the Distributor or its Manufacturers but an enterprise independent of the Distributor and its Manufacturers—the Reseller shall not create any impression contrary to this fact.

7.1.6 Biztributor may unilaterally alter the content of these GTC at any time. Amendments enter into force upon being published on biztributor's website, and the Reseller does not need to be informed separately. Orders made after the publication of an amendment are governed by the amended GTC.

7.1.7 If these GTC and specific parts of the Reseller Agreement differ from each other, the Reseller Agreement shall govern.

7.1.8 If any provision of these GTC is deemed invalid, ineffective, or unenforceable by a court, it shall not affect the validity and scope of the other provisions or the entirety of the GTC. Provisions that are invalid, ineffective, or unenforceable by a court shall be replaced by a relevant provision from the governing law.

7.1.9 The legal relationship between biztributor and the Reseller is governed by Hungarian law. Matters not regulated in the individual agreement or in these GTC are governed by the provisions of the current Hungarian legislation, excluding conflicts of laws within private international law. 7.1.10 Depending on the value limit, the contracting Parties stipulate the jurisdiction of either the Budaörs District Court or the Székesfehérvár High Court for their legal disputes related to the partnership agreement.

7.1.11 The official language of these GTC is Hungarian, and any translation into a foreign language is meant solely to enhance its understandability. In the event of a difference in interpretation between the Hungarian and foreign language versions of the text, the Hungarian text shall prevail, whose up-to-date version in force is always available on biztributor's website

7.1.12 Any legal declaration or notice related to the individual agreement—including orders placed by the Reseller—is only valid if presented in written form. A declaration made in writing can only be validly communicated to the other Party by handing it over in person (with an acknowledgement of receipt), by postal delivery in the form of a registered letter a with return receipt, or by confirmed fax message. The date of communication corresponds to the date indicated on the acknowledgement of receipt, return receipt, or fax confirmation. In case of postal communication, the declaration is considered to have been communicated if the addressee does not actually receive the letter as the letter addressed to the address (registered office) specified in this agreement is sent back by the postal company with indications such as 'not searched', 'not received', or 'acceptance refused', or it is sent back with a 'moved' or 'unknown' indication, and the receiving Party has not communicated the change of their address (registered office) to all other contracting Parties in advance.

Budapest, 22.09.2023

biztributor Kft.