ShoppieGo

GENERAL CONTRACTING TERMS AND CONDITIONS

for inserting coupons in the ShoppieGo system

These General Terms and Conditions (hereinafter: GTC) lay down the General Rules Inserting Virtual Tools in the ShoppieGo system operated by Marquard Média Magyarország Kft. (1031. Budapest, Záhony u. 7., - Cg.01-09067082 tax number: 10353835-2-41). The provisions of these GTC shall be applied in each case where the Principal inserts a Virtual Tool through ShoppieGo, providing that the Principal and the Contractor have not expressly agreed in writing on the application of rules other than the provisions of these GTC in advance.

1. **TERMS AND DEFINITIONS:**

   Data processing: the term defined in Article 4 (2) of the GDPR.

   Profiling: the term defined in Article 4 (8) of the GDPR.

   GTC: these General Terms and Conditions.

   User: any natural person or legal entity who/which downloads the ShoppieGo application on a mobile phone or other mobile device and by using it, becomes capable of finding and obtaining Virtual Tools inserted by the Contractor.

   GDPR: Regulation of the European Parliament and of the Council (EU) 2016/679 (27 April 2016) on the protection of natural persons with regard to processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

   Campaign: All activities pursued by the Contractor under an individual contract.

   Campaign Administration Interface: a special sub-page of the ShoppieGo system, accessible only by the Principal, where the Principal can monitor the number and position of Virtual Tools inserted by it in real time, the collected and redeemed status thereof and can also have access to the statistical data supplied by the Contractor.

   Key: a Virtual Tool, which is required by the User to open the virtual box containing the Coupon.

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Coupon: A series of numbers or other code combination inserted by the Contractor on behalf of the Principal, and by presenting it to User can claim discount or collect a prize in the shops operated by the Principal.

Principal: The natural person or legal entity entering into an agreement with the Contractor for the insertion of Virtual Tools.

Contractor: Marquard Média Magyarország Kft.

Order: An individual agreement between the Principal and the Contractor for inserting Virtual Tools in the ShoppieGo system.

Day: the period between 00.00 and 24.00 hours according to the time zone of Budapest.

ShoppieGo: an application-based virtual coupon sharing system, developed and operated by the Contractor, where merchants can virtually insert virtual boxes containing prizes or preferential Coupons directly, or the Keys opening those boxes in real space and where Users can directly trade Coupons and Keys. After downloading the ShoppieGo application, Users can collect or open the virtual boxes or Keys by using their mobile phones at actual, spatial points and can use the discount granted by the Coupon contained therein at the issuer of the Coupon or can exchange the Coupon on the market place.

Personal data: The term defined in Article 4 (1) of the GDPR.

Business secret: the term defined in Act LIV of 2018.

Virtual Tool or Tool: a box containing the Coupon or another prize of the key opening the box, or some other item virtually accessible through the ShoppieGo system, inserted in the ShoppieGo system by the Contractor on the Principal's order.

Force majeure All events and conditions that occur outside the scope of interest of the party and the elimination of which cannot be expected from the given party.

2.   ESTABLISHMENT OF AN ORDER:

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2.1.   The engagement between the Principal and the Contractor for inserting Virtual Tools in the ShoppieGo system is established when the Order Form constituting Annex 1 of these GTC is completed by the Principal, the Principal's data are provided and these GTC are accepted and the Principal signs the Order Form and sends it to the Contractor and pays the consideration for the selected service package.

2.2.   The Contractor shall have any obligation arising from the individual contract or these GTC only from the date of establishment of the individual contract.

2.3.   Each individual contract established between the parties is governed by these GTC. If the individual agreement of the parties is different from the provisions of these GTC, then the parties' legal relationship shall be governed by the provisions of the individual contract with regard to that difference.

2.4.   The Contractor offers a number of service packages for its Principals in the ShoppieGo system, which are different in terms of the Coupons that may be inserted by the Principals, the discounts granted through them and the contents of the other services provided on the basis of the Coupons. During the conclusion of the individual contract, the Contractor selects the contractual package intended to be used. With that selection, the Principal shall become eligible for the services included in the selected package.

2.5.   The Contractor excludes any liability in case the service packages are temporarily or finally changed after the establishment of the individual contract and therefore the service package selected by the Principal with the individual contract will become available under more favourable terms and conditions after that change.

2.6.   The Principal undertakes not to enter into any contract with any third party for the insertion of on-line Coupons through an application during the term of the individual contracts and for six months after the expiry thereof. The consideration for that exclusivity was taken into account for the establishment of Contracting Fee as a fee reducing factor. Consequently, in case the Principal violates the exclusivity included in this section, the Principal shall pay an additional fee at the rate of 20% of the aggregated net consideration for all campaigns ordered by the Principal so far + VAT based on the Contractor's invoice issued in that regard with a 8-day payment deadline.

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3. PRINCIPAL'S RIGHTS:

3.1.   Following the entry into force of the individual contract, the Principal shall have the right to insert a number of Virtual Tools, matching the selected service package in the geographic area of Hungary.

3.2.   A Virtual Tool may only be inserted with the indication of a street and house number. The Contractor does not provide for the insertion of any Virtual Tool in any other way (e.g. based on GPS coordinates).

3.3.   The Virtual Tools are inserted by the Contractor. The area of insertion may be reduced by the Principal in compliance with the provisions of these GTC.

3.4.   In exchange for a separate consideration, the Principal may be granted access to parts of the Contractor's Campaign Administration Interface inserting the Principal's Virtual Tools and thereby may obtain a right to insert the Virtual Tools in compliance with the provisions of these GTC. The Principal acknowledges that if the Virtual Tools are inserted by it, such insertions may be finalised and the inserted Virtual Tool will become accessible for the Users only if the insertion has been previously approved by the Contractor. The Contractor shall have the right to refuse approval if the insertion of the given Virtual Tool violates the provisions of these GTC or the governing law, or would otherwise represent an infringement or would be suitable for undermining the good business reputation of the Contractor or the ShoppieGo system. The Contractor shall simultaneously inform the Principal of the rejected insertions through the Campaign Administration Interface. In the case of rejected insertions, the Principal shall have the right to re-insert the respective Virtual Tools in compliance with the provisions of these GTC.

3.5.   The Principal shall be entitled to statistical data about the acquisition of the Virtual Tools inserted by it by the Users and the Users' intention to redeem them. Such statistical data do not contain any personal information referred to in Chapter 6 of these GTC and the Contractor shall make them accessible to the Principal simultaneously through the Campaign Administration Interface.

3.6.   The Contractor guarantees for the Principal that one Coupon can only be used once. The Contractor's system deactivates the used Coupons, and therefore Users can no longer use or exchange them in the system any longer.

3.7.   The Contractor excludes liability for the content of the Virtual Tools and, in the case defined in Section 3.4, for any consequence of their insertion as the Principal shall be exclusively liable for that.

4. CONTRACTOR'S OBLIGATIONS:

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4.1.   The Contractor shall provide the discount granted in the Coupons inserted by it without any further condition, at the redemption points and during the redemption period indicated in the Coupons to the party presenting the Coupon.

4.2.   The Principal shall state the conditions of use and redemption of the Coupons inserted by it, the redemption points and redemption periods on a Registration Form simultaneously with the conclusion of the individual contract and may not depart from that statement later on.

4.3.   If the Principal is in breach of its obligations included in Sections 4.1 and 4.2 and rejects the redemption of the Coupons or the granting of the discount stated therein, or does not indicate further conditions for them on the Registration Form, it shall constitute severe breach of contract, in which case the Contractor may terminate this agreement with immediate effect.

4.4.   The Contractor shall fully comply with the effective provisions of the governing law, when inserting the Virtual Tools in terms of the contents of the tools, including especially the text of the Coupons, prizes and other information and, even beyond the provisions of the governing law, the Contractor shall comply with the rules of general business honest and fair trading practices and shall refrain from any conduct that infringes or jeopardizes the provisions of the governing law, the general rules of conduct and the good business reputation of the Contractor and ShoppieGo. If the obligations specified in this section are violated, the Contractor shall have the right to terminate the insertion of the given Virtual Tool, or may terminate this agreement without any notice.

4.5.   The Principal accepts that Virtual Tools may only be inserted in public areas. Even then no tool can be inserted at any place where it can create fear or outrage in other's or it might obviously hurt the good feelings of others, so no tools may be inserted especially, but not exclusively, in churches, places of worship, cemeteries, memorial places, at the site political events, in health institutions or educational institutions of minors (creche, kindergarten, school, etc.).
The Contractor shall have the right to withdraw any tool inserted through the violation of the provisions of this section at any time.

4.6.   The Principal shall pay the consideration for the selected service package to the Contractor in full prior to the activation of the service.

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5.   <u>PAYMENT TERMS AND CONDITIONS:</u>

5.1.   The Contractor shall pay the consideration for the selected service package by bank transfer. Any payment shall be considered made when the respective amount is credited on the Contractor's bank account.

5.2.   The Contractor shall issue an invoice for the payments within the subsequent 3 days and shall send it to the Principal's postal address indicated on the Registration Form.

6.   <u>PRIVACY PROVISIONS:</u>

6.1.   The Contractor shall not transfer to the Principal any personal data of the Users using the ShoppieGo system. In relation to those data, the Principal may not become the controller or processor of data.

6.2.   The Contractor agrees to transfer the following statistical data, not suitable for personal identification, to the Principal.
- Place of obtaining the Virtual Tool (settlement level).
-The number of individuals possessing the Principal's Virtual Tool at the moment or at any time during the Campaign,
-The number of individuals indicating their intention to redeem the Principal's Virtual Tool at present or at any time during the Campaign,
The Contractor shall also make those data accessible for the Principal simultaneously through the Campaign Administration Interface.

6.3.   The Principal shall have the right to collect personal data of its Users redeeming the Coupon or the prize at its own liability, in compliance with the applicable laws and regulations, but,

a)   it may not provide any information or create any pretends that the data supply is requested by the ShoppieGo or the Contractor,

b)   it may not oblige the User to supply Personal Data in relation about the obligatory supply of which it failed to inform the Contractor and the User in advance when the Virtual Tool was inserted. If that obligation is violated, it shall constitute severe breach of agreement by the Principal.

6.4.   By signing the individual contract, the Principal also consents to the processing of the Personal Data of its contact person indicated in the Registration Form by the Contractor in order to exercise the

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rights and fulfil the obligations arising from the legal relationship between the parties. The processing shall last for 6 months from the end of the Campaign governed by the individual contract.

6.5. By signing the individual contract, the Principal consents to the processing of any Personal Data transferred to the Contractor in relation to the fulfilment of the Contractor's invoicing obligation by the Contractor in order to fulfil the accounting obligations for 6 years from the data supply.

7. BUSINESS SECRET:

7.1. The parties are mutually obliged to keep each other's Business Secret. Any information that constitutes Business Secret may be transferred to a third party or disclosed to the public only with the prior written consent of the holder of the Business Secret.
Business Secret includes all data and information relating especially to the components, structure, operation and technology of the ShoppieGo system, and relating to the merchant partners, users, pricing and business model of ShoppieGo.

7.2. The information disclosed to the public by the Contractor on the order of the Principal within the framework of any campaign shall not be considered Business Secret.

7.3. No information shall be considered Business Secret, which has been disclosed to the public and has become part of the public domain out of the will or involvement of the parties.

7.4. The obligation to keep the Business Secret does not apply in cases when either party is obliged to disclose information constituting Business Secret by the legal regulations, an effective court, or administrative, or arbitration court decision. However, in this case the obligor shall proceed with due care expected from them in order to make sure that no information constituting Business Secret is disclosed to the proceeding court, authority or arbitration court other than the data specified in the respective decision and that the information to be transferred shall only be transferred to the court, authority or arbitration court entitled to receive it.

7.5 The violation of Business Secret is considered a severe breach of contract.

8. TERM OF THE CONTRACT:

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8.1. The individual contract is established at the time specified in Section 2.1 and shall be effective as long as the service package governed by the given individual contract is effective. When the individual contract ceases to exist, the Contractor shall remove the Virtual Tools inserted by the Principal in relation to the individual contract but not used and the Principal shall not be entitled to any fee refund or any compensation on any title for it.

8.2. The Contractor shall have the right to withdraw any Virtual Tool, in a manner not influencing the effect of the contract following prior notification to the Principal in cases referred to in Sections 3.4 and 4.4 of these GTC. Irrespective of this right of the Contractor, the Principal shall be fully liable for selecting the location of the Virtual Tools. The Principal shall have the right to repeatedly insert the withdrawn Virtual Tool for the period of a Campaign in compliance of these GTC. If the Principal does not use that option, it may not claim any fee reduction of financial compensation from the Contractor in view of the withdrawal or lack of repeated insertion of the Virtual Tool.

8.3. Each party shall have the right to terminate this agreement with extraordinary termination, in the form of a written declaration addressed to the other party, with immediate effect, when the other party is in breach of the obligation stated in Sections 7.1 – 7.4 on Business Secret.

8.4. The Contractor shall have the right to terminate the individual contract with a unilateral written declaration addressed to the Principal, if the Principal is in breach of the exclusivity included in Section 2.6 of these GTC and in cases stated in Sections 4.3, 6.3 and 7.5.

8.5. The extraordinary termination shall terminate the effect of this agreement at the time of its communication. If the individual contract is terminated with legitimate extraordinary termination, notice by the Principal, the Principal shall have the right to reclaim a pro rata contracting fee reflecting the ratio of the unused Virtual Tools compared to the total number of inserted Virtual Tools. In such case, the Contractor shall repay the contracting fee to the Principal within 15 days from the communication of the extraordinary termination notice.

8.6. If the individual contract is terminated by the Contractor with a legitimate extraordinary termination notice, then the Principal shall not be entitled to any fee refund, compensation or any other financial service for the unused but inserted Virtual Tools.

8.7. The Contractor shall have the right to unilaterally amend these GTC. The Contractor shall notify the Principal of all individual contracts in effect of the amendment in writing through the Campaign

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Administration Interface and through the contract person's e-mail address. The amendment of the GTC shall only apply to individual contracts established after the entry into force.

9. LIABILITY FOR BREACH OF CONTRACT:

9.1. The Contractor excludes liability for any event when the Principal's Virtual Tools are not inserted or are not placed at the location intended by the Contractor either in part or in full, due to a technical fault, which is outside the scope of interest of the Contractor, including especially the faulty or insufficient operation of the Internet or any data transmission tool, the faulty operation of the software of another service provider or the fault or system problem of the telecommunication service provider.

9.2. The Contractor excludes liability for the consequences of any event constituting a force majeure.

9.3. The Contractor excludes liability for any lost financial gain, consequential damage and non-financial damage occurring at the Principal or at a third party in relation to the breach of contract.

9.4. Unless any provision of the governing law provides otherwise, the Contractor defines the maximum amount of its liability as the contracting fee specified in the individual contract and already paid by the Contractor on the basis of the individual contract involving the liability for damages. The parties hereby accept that limitation of Contractor's liability, considering that the Contractor has priced the service packages accordingly.

10. MISCELLANEOUS PROVISIONS:

10.1. The amendments of this agreement or any legal declaration or notification relating to it shall only be valid if made in writing. A written declaration may be communicated effectively to the other party only when delivered in person (with an acknowledgement of receipt), or by a courier service, or by post, in the form of registered mail with a record of delivery.
The time of communication is the time indicated in the acknowledgment of receipt, the delivery sheet of the courier service or the record of delivery. When sent by post, the declaration shall also be deemed sent by post in Hungary, if the recipient did not actually receive it because the post returns the letter addressed (registered seat) indicated in the contract with the remarks of "*not claimed*", "*not collected*", "*receipt denied*", or "*recipient has moved*" or "*recipient unknown*" and the respective party

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failed to inform the other contracting party of the change of their address (registered office) in writing in advance.

10.2.   These GTC and the legal relationship of the parties are governed by the Hungarian law. Subject to jurisdiction, the parties agree that their legal disputes related to this contract shall be governed by the competent court specified in the Hungarian law.

10.3.   These GTC and the related Registration Form have been prepared in Hungarian. In case they are translated into a foreign language, the Hungarian text shall prevail in any interpretation issue.

Budapest, 2 May 2019

Marquard Média Magyarország Kft.