

GENERAL TERMS AND CONDITIONS OF CONTRACT

Effective as from the 1st day of January 2018 (hereinafter referred to as the **Date of Publication**) until further notice.

This General Terms and Conditions of Contract (hereinafter referred to as **GTC**) shall constitute an integral part of the reseller agreement entered into by **ALEF Distribution HU Kereskedelmi és Szolgáltató Korlátolt Felelősségű Társaság** (registered office: 1132 Budapest, Váci út 30. 3. em.; court of registration: Metropolitan Court as Court of Registration; company registration number: 01-09-712354; statistical code number: 12966615-8559-113-01; tax number: 12966615-2-41; represented by Attila Szabados as Managing Director) (hereinafter referred to as Distributor) and Reseller (hereinafter referred to as **Reseller Contract**).

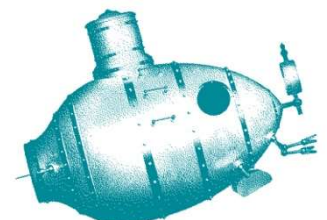
1. DEFINITIONS

The capitalized terms in this GTC shall have, in regards to this GTC, the following meaning:

- 1.1. 'Parties' shall mean the Distributor and Reseller jointly.
- 1.2. 'Website' shall mean Distributor's website of www.alef.com/hu.
- 1.3. 'Product' shall mean IT products, hardware, software licence and/or services distributed by Distributor.
- 1.4. 'Reseller Contract' shall mean the contract made by and between Parties on the basis of Reseller's order for the sale of the Product distributed by Distributor.
- 1.5. 'Reseller' shall mean the partner involved in the sale of the Products, who purchases Products from Distributor and sells it to End Customer.
- 1.6. 'End Customer' shall mean any and all persons using the Product traded who has bought the Product sold from Reseller.
- 1.7. 'Web Store' shall mean the part of the Website containing the list of products, information on products and stocks, prices and a function for ordering. All data included in relation to the Web Store are informative only.

2. GENERAL PROVISIONS

- 2.1. Distributor is a company having been founded and operated in compliance with the laws of Hungary, which is engaged in wholesale distribution of computing devices on a commercial basis. Distributor hereby states that Distributor's capacity to enter into contract is not limited, furthermore, Distributor is not subject to bankruptcy, liquidation or winding-up proceedings.
- 2.2. Reseller may only be a company or an individual entrepreneur who is engaged in the sale of computing devices on a commercial basis. Distributor hereby declares that Distributor does not provide any service whatsoever to a party who is regarded as customer according to Item 3 of Section 8:1 (1) of the Act of 2013 on the Civil Code (hereinafter referred to as CC). Reseller operating as a business association shall be obliged to certify through presenting its certificate of incorporation not older than 30 days that, on the basis of the scope of activities indicated in the trade register, Reseller is eligible to sell IT products. In order to certify the same, an individual entrepreneur in the capacity of Reseller shall be obliged to present his/her valid sole trader's licence and his/her licence which include, as a licensed activity, the trade of hardware and software products. Reseller hereby states that Reseller is not subject to any bankruptcy, liquidation or winding-up proceedings, neither have any proceedings been instituted against it which should restrict its solvency or its entering into Contract with the Distributor or the fulfilment of such Contract. Reseller shall represent and



warrant that all information stated in this point of this GTC is true. Reseller shall assume an obligation to notify Distributor in writing on any changes in the relevant data not later than three (3) days of such change.

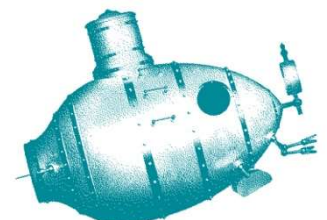
- 2.3. Distributor shall provide its services on the basis of the provisions set forth in this GTC. Distributor shall continuously make this GTC accessible on the Website in an electrical form which is appropriate to store this GTC and to download later.
- 2.4. When ordering any of the Products in any way, Reseller shall agree to be bound by this GTC. Unless otherwise agreed upon by Parties, this GTC shall become, without any further legal acts, an integral part of any and all contracts made for the sale of the Products.
- 2.5. Should Parties enter into an agreement which deviates from any of the provisions included herein, all matters not regulated in the agreement between Parties shall be duly governed by the relevant provisions of this GTC.
- 2.6. Distributor reserves the right to amend this GTC unilaterally, provided that any amendments to this GTC shall come into force on the day when such amendments are published on the Website. Distributor shall indicate the date of publication specially in the GTC.
- 2.7. If any of the provisions of this GTC proves to be invalid, such invalidity shall have no effect on the validity of the remaining contractual provisions.
- 2.8. All matters not regulated herein shall be duly governed by the laws of Hungary, including but not limited to the Civil Code of Hungary and Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information (hereinafter referred to as 'Infotv.').
- 2.9. Any and all disputes that may arise herefrom shall be primarily settled, by Parties, out of court; in the event of failure of such settlement, on the basis of submission, the court proceeding in connection with Parties' dispute at the place of Distributor's registered office shall have jurisdiction. Parties agree that the laws of Hungary shall apply.

3. SUBJECT MATTER OF CONTRACT

- 3.1. Distributor shall sell and distribute Products to Reseller on the basis of Reseller's order, and Reseller shall be obliged to pay the purchase price of the Product and to take the Products over.
- 3.2. This GTC shall specify the rules of orders the Reseller shall place for the Products. Distributor shall fulfil Reseller's order in accordance with this GTC.

4. PRODUCT ORDERING; ORDER CONFIRMATION

- 4.1. Reseller may place its orders and forward such orders to Distributor via e-mails, telephone calls or via the Web Store. When placing an order via the Web Store, the rules of this Chapter shall be applied taking the deviations included in Chapter 9 into consideration.
- 4.2. An order shall include the following information:
 - Reseller's name;
 - description, item number and quantity of the Products ordered;
 - delivery address and/or invoice address, date of Product delivery as requested, contact details for the delivery address;
 - the name of the End Customer;
 - invoicing currency requested.
- 4.3. Receipt of an order shall by no means mean that Distributor accepts such order automatically. Distributor shall send its confirmation to Reseller by e-mail within five (5) days, which shall include Distributor's offer regarding the price of the Products and terms of delivery thereof. The offer to be sent by Distributor shall include, depending on the product and the manufacturer, the purchase price of Products in US dollar



(hereinafter referred to as USD) or Euro (hereinafter referred to as EUR) and, in additions to these two currencies in Hungarian Forints (hereinafter referred to as HUF).

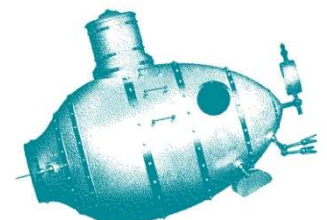
- 4.4. The Reseller Contract between Parties shall come into force upon signature, by Reseller, of Distributor's offer. Distributor shall be bound by its offer under 4.3 for ten (ten) days after coming of such offer into effect; in the event of Reseller's statement of acceptance after expiry of this timeline, the Reseller Contract shall come into force between Parties when Distributor has approved and confirmed Reseller's statement of acceptance.

5. RIGHT TO WITHDRAW

- 5.1. Reseller may withdraw from the Reseller Contract by its unilateral written declaration not later than ten (10) days after the signature of the Reseller Contract, provided that in this case Reseller shall be obliged to reimburse Distributor for any and all reasonable costs, however as a minimum, 5 % of the administration costs, incurred by Distributor in connection with the preparation of the performance. As soon as the Product has been delivered to Reseller, Reseller may only withdraw from the Reseller Contract after Reseller has returned, in an undamaged state, the Product to Distributor, taking the terms and conditions set out herein into consideration. Reseller may not withdraw from the orders placed for registered software licences or make-to-order software licences or immediate-downloadable software programs.
- 5.2. Should the Distributor fail to deliver the Products ordered within two (2) months from the date of fulfilment specified in Distributor's confirmation, Reseller shall have the right to withdraw from the Reseller Contract.
- 5.3. Distributor shall have the right to withdraw from the Reseller's Contract when Reseller becomes subject to bankruptcy, winding-up or final settlement proceedings, or when there is other serious doubt as to Reseller's solvency.

6. TERMS OF PAYMENT

- 6.1. The currency of the invoice shall be agreed upon by Parties for each order separately. The orders shall be invoiced in USD, EUR or HUF.
- 6.2. Parties may agree that Reseller shall pay the purchase price of the Products ordered in HUF at a fixed exchange rate. In this event, the invoice shall be made out on the basis of an exchange rate determined by Parties in advance, which is independent of any changes taken place in the meantime.
- 6.3. After accepting the order, Distributor shall make out, within five (5) working days, an advance payment invoice to Reseller for the price of the Products. In the event of making out an advance payment invoice, Distributor shall commence the fulfilment of the order as soon as the advance payment invoice is fully settled.
- 6.4. Distributor may allow deferred payment by Reseller on the basis of individual considerations; in this case the invoice made out by Distributor shall be paid by Reseller after delivery of the Products ordered, not later than the deadline specified in the invoice.
- 6.5. Parties may agree that Distributor makes out the invoice when all the Products ordered have been delivered, simultaneously with the shipment of the last Products delivered.
- 6.6. Reseller shall be obliged to pay the purchase price of the Products ordered within the timelimit stated in the invoice. Unless otherwise agreed by Parties, the purchase price shall be paid not later than thirty (30) days of receipt of the invoice. The payment due date may not be modified after the invoice has been made out.
- 6.7. In case of a bank transfer, the purchase price shall be regarded as settled when the amount of the purchase price has been credited on Distributor's bank account. When the payment of the purchase price is settled through a bank transfer, any and all costs of such a bank transfer shall be paid by Reseller.
- 6.8. Reseller may raise its objection in connection with the invoice made out in writing, not later than eight (8) days of receipt of the invoice; after examining said invoice Distributor shall make out a correction invoice



to the necessary extent. No objection in connection with the invoice may give Reseller the right to retain the amount of the invoice. Reseller shall note that Reseller shall not have the right to raise any objection whatsoever in connection with the invoice after the above-mentioned timeline has expired.

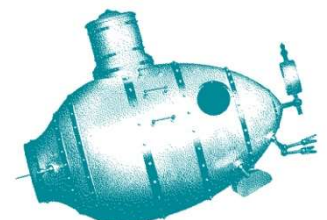
- 6.9. In the event of late payment, Distributor shall be entitled to charge late payment interest and flat rate collection cost. The rate of the late payment interest shall correspond to the rate to be applied for contracts made between undertakings according to the CC in force from time to time. In the event of a fixed exchange rate, Distributor shall be entitled to the double amount of the above-mentioned late payment interest.

7. FULFILMENT OF ORDERS

- 7.1. Distributor shall notify Reseller of the expected date of delivery of the Products ordered, by e-mail. The delivery dates stated by Distributor in advance are meant to be informative, for such dates may change depending on the performance of Distributor's suppliers; therefore the delivery periods may be extended to a reasonable extent.
- 7.2. Upon receipt, by Reseller, of the Product, all risks shall be transferred to Reseller. Unless otherwise agreed upon between Parties, the place of performance shall be Distributor's warehouse. When Reseller requests to deliver the Product to its site, Distributor shall arrange to deliver the Product ordered to the address provided by Reseller. Distributor reserves the right to employ a subcontractor for delivering the Products ordered to the delivery address stated by Reseller.
- 7.3. Upon receipt, Reseller shall be obliged to duly inspect the Products ordered; in the event of failure of such inspection Reseller may not make reference to any recognisable defects or deficiencies of the Product that could have been detected through visual inspection.
- 7.4. Distributor shall retain the title of the Product constituting the subject matter of the Reseller Contract until the purchase price of the Products ordered has been fully paid. Should the Product which is subject to such title retention be assembled or processed or blended with other objects, Distributor's title regarding said object shall be proportional to the purchase price in arrears. Should Reseller fail to pay the purchase price 30 days after the payment due date stated in the invoice, Distributor shall have the right to withdraw from the Reseller Contract and to claim the return of the Product to Distributor, and Reseller shall be obliged to bear Distributor's any and all necessary and lawful actions Distributor takes in order to enforce its title retained.
- 7.5. All Products ordered for the purposes of testing and presentation shall remain Distributor's property; such Products may only be used, by Reseller, for the purposes Distributor set out, and Reseller shall be obliged to reimburse Distributor for any damage the extent of which exceeds the depreciation arising from proper use, including impairment, destruction or thieving of the Product.
- 7.6. Transfer, to Reseller, of the registered software licences or make-to order software licenses or immediate-downloadable software programs shall take place after making out the invoice through sending the data of the relevant licence (licence key and/or the download link) to Reseller by e-mail or by postal mail, or through making the same data of the licence purchased accessible to Reseller in the licence store on the website of the manufacturer.

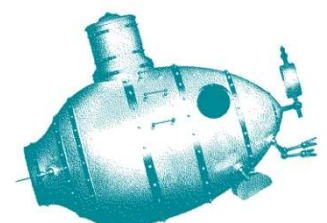
8. GUARANTEE AND WARRANTY

- 8.1. The Products traded by Distributor shall always be subject to warranty rules of the CC as well as to the applicable regulation of the European Union, and, in addition, to the guarantee conditions of the manufacturer of the Product ordered.
- 8.2. The claim regarding the guarantee and warranty may be enforced in the Distributor's shop. Reseller may notify Distributor of its warranty claims in writing, through sending it in an e-mail or a standard mail. The costs of shipment, to and back from the service shop, of a Product which is subject to guarantee or warranty claims shall be paid by Distributor.



9. WEB STORE

- 9.1. Whereas Reseller shall not be regarded as a consumer, the contract made by and between Distributor and Reseller electronically shall not be subject to the rules of conclusion of the contract by electronic means set out in Act CVIII of 2001 on Certain Aspects of Electronic Commerce and Information Society Services.
- 9.2. The Web Store function of the website is not public; said function may only be accessed by registered Resellers on an interface protected by means of individual passcodes and passwords. On the basis of Reseller's registration request, Distributor shall check if the specific Reseller is contained in its records, and, if yes, Distributor shall send an individual passcode and password to such Reseller which have been activated previously.
- 9.3. Distributor shall make every reasonable effort to continuously make the Web Store accessible to Reseller. Distributor shall not be liable for the technical performance and defects, if any, of the Internet connection.
- 9.4. The interface of the Web Store may be accessed by means of the individual passcode and password, which identify Reseller and certify that the order has been placed by Reseller. Reseller shall be obliged to ensure as, in general, reasonably expectable, that no unauthorized person can obtain its access data, and Reseller shall be fully liable for any damage that may arise from the acts of persons who have obtained access to its individual passcode and password. Should unauthorized persons obtain said access data, Reseller shall be obliged to immediately notify Distributor thereof. Reseller shall assume full liability for any damage arising from the delay of such notification.
- 9.5. Distributor hereby excludes all liability for the misuse of the individual passcode and password, and for any damage incurred by Reseller or by any third parties which has arisen as a result of unauthorized use of the individual passcode and password. Reseller shall be obliged to reimburse Distributor for any and all damage arising from such use.
- 9.6. The Web Store shall give information about the inventory of the specific Products on hand, the purchase prices thereof according to the current rate of exchange, and, in case of promotions, the promotions prices. The prices stated in the Web Store are exclusive of VAT, and shall apply for reception of the Products at Distributor's warehouse. Distributor hereby excludes all liability in terms of prices and Product properties which, although all reasonable care has been taken, are incorrect, including for example the errors of data entries, in particular prices or other characteristic features which are clearly incorrect and significantly different from the well-known market price of the Products. In the above-mentioned case, Distributor shall inform Reseller about the real price and features of the Product in a confirming e-mail. Reseller shall have the right, at its own discretion, to place an order for the Product at the price stated in the confirmation or to withdraw from purchase. Reseller shall not have to right to enforce any claims against Distributor on the grounds of erroneous statement of the price.
- 9.7. Reseller's order placed with the Web Store shall be regarded as a bid, which shall not create a Reseller Contract between Parties. Distributor shall process the order received, and shall send a confirmation to Reseller in an e-mail within one (1) day. When Distributor is not able to fulfil the order or can only fulfil the order under different conditions, Distributor shall notify Reseller thereof. The Reseller Contract between Parties shall come into existence upon making Distributor's confirmation accessible to Reseller. When Distributor is able to fulfil the order under different conditions, the Reseller Contract is concluded between Parties, provided that Reseller may withdraw from the Reseller Contract within 10 days free of charge.
- 9.8. Except the data of the licence end customer which are obligatory to provide to the manufacturers, and the aggregated and anonymized data, Distributor shall not disclose, to third parties, any information about Reseller's data in connection with the Web Store and its transactions.



10. PROCESSING OF PERSONAL DATA

- 10.1. Distributor may process Reseller's personal details through complying the relevant legal regulations, exclusively for the purpose of the commercial relationship under the Reseller Contract. Reseller shall agree that Distributor may process its personal data necessary for concluding, fulfilling, monitoring of the fulfilment of the Reseller Contract and for enforcement the claims arising thereof. Controlling and processing of Reseller's personal data are performed by Distributor, without employing a data processor.
- 10.2. Distributor shall retain the data until the existence of the commercial relationship between Parties, or, after the termination of said commercial relationship, until the enforcement of the remaining claims, if any, or until the expiration of the period of time set out in the relevant legal regulations. After this period of time, Distributor shall delete Reseller's data from its registration.
- 10.3. Reseller shall explicitly give its consent to the fact that Distributor's sub-suppliers who are employed, by Distributor, for promoting the fulfilment of the order, may also learn such personal data.
- 10.4. Distributor hereby states that Distributor will keep Reseller's data confidential, and will not disclose such data to third parties for purposes other than stated above, and will make every reasonable effort to provide a safe storage for Reseller's data and protect them from any unauthorized access.

11. CONFIDENTIALITY OBLIGATIONS

- 11.1. Parties shall be obliged to keep confidential and treat as business secrets any and all facts, information, data and solutions Parties may become aware of, and to maintain such confidentiality both as long as the Reseller Contract is effective and even after termination thereof, for an unlimited period of time. Parties shall not have the right to disclose such information to any third parties, or to publish them in any other way. Annual audits, and data reports in proceedings conducted by courts or other authorities, and obligation to supply data as required by legal regulations, as well as data supply required by Distributor's parent company or the manufacturer of the Product being the subject matter of the order shall be excluded from the above scope. Parties shall be fully liable for any damage arising from breaching the confidentiality obligations.

12. MISCELLANEOUS

- 12.1. Either Parties shall be obliged to notify the other Party of any changes in its data which may have any effect on the fulfilment of the Reseller Contract concluded by them, in particular of any changes in their bank account number or the contact person. Any and all damage arising from failure of such notification shall be borne by Party failing to notify the other Party.
- 12.2. This GTC shall not apply to websites with various domain name, which can be accessed via a link on the Website. Distributor shall assume no responsibility for the content of such websites and data processing or other activities of the operators thereof.
- 12.3. All contents on the Website shall be regarded as Distributor's intellectual property. Any utilization thereof shall be subject to Distributor's written permit.

This GTC shall constitute an integral part of the Reseller Contract concluded by and between Distributor and Reseller, the content of which shall be binding upon Reseller upon ordering the Product.

