

GENERAL TERMS OF CONTRACT

(hereinafter: GTC)

concerning the services provided by FACTORY CREATIVE STUDIO Kft. (hereinafter: Service Provider), settling the conclusion of contracts between the contracting parties, the determination of service contents and fulfilment, and the cases of contract amendment and termination. The Service Provider guarantees the Client the services defined in the contract. The Client accepts the current GTC with the signing of the contract or the order form.

The Client and the Service Provider can deviate from the provisions of the GTC by means of a mutual written agreement. Unless otherwise specified in any contract concerning the legal relationship between the Client and the Service Provider, the provisions of the GTC are to be applied even if the contract does not refer to it explicitly. In the case of any contradiction between the specific contract, concluded by the Service Provider and the Client, and the GTC, the provisions of the specific contract are to be applied.

This GTC is valid from 01 January 2010 until revoked or amended. The provisions introduced with the amendment of the GTC take effect on the 15th day after the publication of the modified GTC on the website of the Service Provider.

I

CONTRACTING PARTIES

1.1 Service Provider (hereinafter: Service Provider)

Company:	FACTORY CREATIVE STUDIO Kft.
Address:	H-6723 Szeged, József A. sgt. 55.
Represented by:	Zsolt Fábán, Managing Director
Tax number:	12541580-2-06
Company register number:	06-09-007088
Bank account number:	10700062-25272903-51100005
Telephone:	+36 62/559-050
Fax:	+36 62/559-053
E-mail:	iroda@jonapot.hu

1.2 Client (hereinafter: Client)

A natural or legal entity employing the services provided by the Service Provider for purposes in its economic or professional field of activities.

II SUBJECT OF CONTRACT

The services provided by FACTORY CREATIVE STUDIO Kft.:

- 2.1 Corporate image design, graphic design (offline and online)**
- 2.2 Web development**
- 2.3 Maintenance (support and maintenance)**
- 2.4 Software development**
- 2.5 Hosting and operation, Online services**
- 2.6 PR and marketing consulting**

The Service Provider's opening hours on workdays (Monday to Friday) are from 8 a.m. to 5.30 p.m. (business hours). The Service Provider can request additional charges for services completed at the special request of the Client at times outside the business hours.

III CONCLUSION OF CONTRACT, FULFILMENT OF THE VARIOUS SERVICES

The Service Provider specifies below the contents of services defined in point II, the process of contract conclusion, the methods and conditions of negotiation between the parties, the fulfilment, the quantitative and qualitative receipt, and the copyright terms related to the various services:

Ad 2.1 Corporate image design, graphic design (offline)

2.1.1 Content of service:

2.1.1.1 Making creative materials for PR and marketing campaigns, and the Client's relations including

- Corporate image design and branding
- Leaflets, flyers
- General information on the services
- Publications for different target groups
- Advertisements, media publications
- Communication materials for events, exhibitions
- Photo shootings (events, portraits, locations, image pictures)

2.1.1.2 Production services

- supervision of production of creative materials, that is
- creating and supervising of media advertisements,
- compilation of and expertise on typographic quotations,
- production and quality supervision of printed materials

2.1.1.3 Copywriting

- copywriting
- brand name
- naming of promotions, games
- headline
- claim, slogan
- stylizing
- proofreading

2.1.2 The work process:

2.1.2.1 Administrative Phase

The administrative phase prepares the production phase; it adjusts and finalizes the parameters, the costs of the assignment, and collects the necessary material for the production.

2.1.2.1.1 Emergence and definition of demands

The brief submitted by the *Client* for the quotation must contain every information and expectation necessary for the completion of the task (summary of things to be done, presentation of the communicated brand/product, content/formal elements of the message, target group, style, check list, technical parameters, production technology), as well as the required deadline for completion.

In the case of an incomplete, inadequate brief, the Service Provider strives to define as quickly as possible the client demands (“Brief”) in collaboration with the Client, and defines/summarizes the list and quality of materials (“Check List”) to be provided for the Service Provider, necessary for the completion of the assignment.

The Service Provider pays utmost attention to the format and size of graphic elements, and the condition of texts provided by the Client.

The Service Provider is not be held liable for delays or impossibility of performance due to the incompleteness of information; in such cases, the Service Provider is entitled to the compensation of its justified expenses.

2.1.2.1.2 Preparation of work, collection of material

The acceptance by the Client of the Service Provider’s quotation, compiled according to the Client’s particular demands (content, format, and deadline), is considered by the Service Provider as an order.

The Service Provider verifies in every case the usability of the materials provided by the Client, and of materials referred to from its own archive, and procures or creates the appropriate files in case of quality objections.

The Service Provider informs the Client without delay about related expenses prior to the beginning of work.

2.1.2.2 Production Phase

The product is created during the production phase.

2.1.2.2.1 Starting the graphic design

The Service Provider makes at least 2 designs for every communication material according to the detailed brief (and to the specification after rebrief) provided by the Client, which will be presented electronically and/or in colour print.

2.1.2.2.2 Delivery of graphic designs to the Client; approval

The Client selects the design most suiting its demands, and informs the Service Provider about its decision in writing (e-mail, post, and fax). The Service Provider guarantees that the individual designs are well-definable according to the ISO standards. The Client is liable for the unequivocal definition of the chosen graphic design, wished to be further elaborated, by using the identifications of the Service Provider.

Versioning: versioning includes minor text modifications, size and positioning modifications of graphic and image elements, completed 3 times at most.

Should the Client not accept any of the designs created in the first round, it is obliged to submit a new, supplementary brief to the Service Provider. The Service Provider will elaborate maximum 2 modified graphic designs according to the supplementary brief. Text or graphic modifications fundamentally changing the original design and/or layout, modifications of graphic or image elements, and conceptual modifications are considered as modified graphic designs.

There is one versioning allowed after the graphic redesign. For further versioning, the Service Provider will send a supplementary quotation to the Client.

2.1.2.2.3 Starting graphic design elaboration, continuous correspondence with the Client

This is followed by the elaboration of the finalized graphic design.

During elaboration, the created material is presented on several occasions – mainly in the form of an electronic file (not suitable for printing, low-resolution .pdf or .jpg), sometimes in colour printout –, and revised and modified by the Service Provider according to the Client's feedbacks.

The maximum number of versions, the creation of which is realistic for the completion of an assignment based on an accurate brief, is defined in certain assignment cases in the Quotation, and later in the Specific Contract. If the finalization is expected to exceed the defined number of versions, the Service Provider must indicate in writing the related costs calculated per working hours towards the Client, and complete the modification only after the acceptance of these costs.

Should the costs of completion change during implementation (e.g. the Client has new requirements, or unexpected costs incur), the Service Provider is obliged to make a modified quotation, and suspend the execution of the assignment until confirmation. The incurring additional costs can only be validated, if the Client confirms the modified quotation.

2.1.2.2.4 The acceptance of the graphics and content by the Client

The Service Provider is obliged to present the designs to the Client for a written acceptance of content and formal elements 1 week prior to the final production (1 day prior to the completion of work if the deadline is shorter than 1 week). The Client is obliged to make a statement on the acceptance; the Client is liable for the arising damages due to any negligence or delay of acceptance.

The quality execution of order completion is guaranteed by three conciliation levels:

1) *Printing level*: comparison with the assignment summary (brief), and content and grammatical check.

2) *Acceptance level*: comparison with the brief according to the 'proof', colour control.

The Client accepts the final page-proof text with its signature; the material is produced after the (written) acceptance of the whole graphic image. The Service Provider assumes responsibility only for its true-colour graphic work signed by the Client.

3) *Implementation level*: checking the final product

The acceptance of product colours is carried out on the 'proof' accepted/signed by the Client, and forwarded to production as agreed upon. The Service Provider registers the 'proof' prior to forwarding, according to ISO standards.

The content and formal elements can be accepted per e-mail as well; the accepted file and the acceptance e-mail will be registered by the Service Provider.

2.1.2.2.5 The delivery of the accepted file:

If the Client does not require the production of the product, the Service Provider will deliver the accepted graphic file to the Client, according to common practice in forms suitable both for offset and digital printing.

2.1.2.2.6 Production preparation

The Service Provider prepares the accepted file for production on the Client's demand, which requires technical consultation between the Parties.

Should the Client not support the direct relationship with the producer, it is the responsibility of the Client to provide the technical information for production preparation, which includes:

- production technology (offset, digital, flexo, screen) – the Service Provider agreed upon this with the Client in the Brief prior to starting the design, it can change during the work process
- delivery mode of the material prepared for production (delivery of the file: per e-mail or on CD, as "an edited film", uploaded to FTP or the own client site of the Service Provider

The Service Provider assumes responsibility only for its true-colour graphic works signed by the Client.

Should the Client wish to keep its original acceptance 'proof', the Service Provider will deliver it back after production.

Multi-page publications and certain flyers require making a so-called "page flipper" that presents the order of pages, and the special operation of the publication, and is of assistance at production preparation and production. Its compilation and the determination of the page order is the Client's task, the Service Provider is able to make the dummy and organize the work process based on these tasks.

2.1.2.2.7 Production

The Service Provider delivers the files/materials prepared according to the parameters agreed upon with the producer (files on CD, film, digital ‘proof’, page flipper, dummy), and supervises the production process (is present at machine start).

2.1.2.2.8 Internal control of the final product

The representative of the Service Provider takes over the final product at the premises of the producer after the quality and quantity control.

The basis of the quality control is the acceptance ‘proof’ given as a colour sample. The Service Provider takes a random sample by opening the materials to be taken over, which will be registered in the Service Provider’s archive.

In the case of significant qualitative/quantitative deviations, the Service Provider proceeds in relation to the delivery deadline of the final product according to the specific agreement with the producer/Client.

The Service Provider confirms the qualitative and quantitative conformity of the product by signing and sealing the producer’s delivery voucher, which will be the certificate of fulfilment between the producer and Service Provider.

The Service Provider ensures the supervision of production and the takeover of the quality final product in the case of a geographically distant producer as well.

The final control is the comparison of the ‘proof’ with the final product.

2.1.2.3 Delivery of the final product to the Client, quantitative and qualitative receipt

The specific agreement between the Service Provider and the Client contains the mode and place of delivery of the final product.

The Client acknowledges the qualitative and quantitative conformity of the product by signing and sealing the Service Provider’s delivery voucher, which will be the certificate of fulfilment between the Client and Service Provider. In the case of a partial delivery due to qualitative/quantitative complaint, a note on the delivery voucher will serve as the basis for complaint administration.

After delivery, the Client can make a complaint on quality within 5 days after fulfilment. Should there be no incoming complaint within the given deadline, the fulfilment must be considered as executed as stipulated in the contract.

The Service Provider strives to have a representative present at the delivery of the final product, if that is impossible, one representative must be fully informed on the quality of the delivered product for the quickest possible clarification of any occurring issues or complaints.

2.1.2.4 Document archiving

The materials of the administrative and production phases are archived in the form of files.

The Service Provider stores the created sketch designs and the accepted, completed work for 2 years.

2.1.2.5 Fulfilment deadlines, payment

The fulfilment deadline is included in the quotation.

The payment is calculated per working hours, the quotation contains the current rates.

Ad 2.2 Web development

2.2.1 Content of service

- Website creation
- Website revitalization
- Online applications
- Online marketing instruments

2.2.2 The work process

2.2.2.1 The Service Provider makes a graphic design according to the brief sent by the Client, and presents it to the Client.

2.2.2.2 The aim of layout designs is to present the communication solutions, style, and essential elements of design. The Service Provider makes a layout design that enables an unambiguous and simple choice for the Client. The offered alternatives represent explicit concepts unambiguously outlining the finished work after elaboration. The Service Provider is the sole proprietor of the designs. The Service Provider modifies the design free of charge on 2 occasions according to the Client's demands. If the Client is unable to choose from the offered designs, the Service Provider makes further designs, for which a design fee is charged. This essentially requires the rebrief and the enhancement of concepts.

If the parameters are substantially modified during design on the Client's request, the Service Provider informs the Client about these modifications, and sends an additional quotation.

2.2.2.3 The Service Provider acts during the execution of works according to the relevant Hungarian laws and the unwritten laws of morality, and does not infringe human dignity, the good reputation and honour of others, the rights concerning the creations, lectures, geographical indications and trademarks of others under copyright protection, and any other exclusive protection, and does not accept such assignments from the Client either during planning, or during the creation of the work. The Service Provider may rescind from the contract, and claim the compensation of the occurred damage, if the Client gives instructions against the law, good morality, or threatens the life, physical integrity and/or assets of others.

2.2.2.4 The Client selects the most favourable design plan and approves it in writing within 48 hours, which is followed by the elaboration of the actual solution according to the chosen concept.

2.2.2.5 The Service Provider creates the website according to the design approved by the Client. Unless otherwise specified in the specific contract, the Service Provider is allowed to employ a sub-contractor or other assistance for fulfilment at its own discretion. If the Client modifies the previously approved design during the production phase, the Service Provider informs the Client about these modifications, and sends an additional quotation. The variation may concern an essential modification of the approved design only if the modification itself, its deadline, and its payment have been previously agreed upon by the Parties.

2.2.2.6 The Service Provider gives technical assistance free of charge in matters related to the ordered service by telephone or by electronic means within 3 months after fulfilment. The method of notification: the provided online troubleshooting system. The Service Provider employs the completion of demands after the 3-month period with a new quotation.

2.2.3 Website delivery and ceding of related rights, quantitative and qualitative receipt:

2.2.3.1 In the case of websites, the Service Provider informs the Client about the completion of works, and makes them available for the Client on the internet.

The place of delivery is the premises of the Service Provider, unless the performance is carried out electronically per e-mail or per upload to an FTP server, or the order form or the specific character of the ordered service indicates a different performance.

2.2.3.2 It is the Client's obligation to take over the created website and to pay the contractor's fee as agreed upon.

2.2.3.3 The Service Provider has the right to multiply the website, and to create websites similar to the one taken over by the Client without limitations. The Client is allowed to prohibit the Service Provider from using the created website or graphic design as reference, and from creating a website or graphic design similar in its specific, distinctive features to the one created. The Client must explicitly inform the Service Provider about such intentions in writing at the conclusion of the contract.

2.2.3.4 Qualitative receipt: The Client is obliged to check the created works and the delivered test version, and to make a statement on their approval within 3 workdays. This delivery is the part of the quality control regarding the general appearance, which can also be determined from the test version. Should the Client not make any statements within the given period, the absence of response is to be considered as a statement of approval. This approved test version must be accepted as the subject of contract in the case of any conflict between the Service Provider and the Client.

If the Client provides an approval, the Service Provider delivers the created website together with the related variations, codes, instructions etc.

After delivery, the Client can make a complaint on quality only within 5 days after fulfilment. If there is no incoming complaint within the given deadline, the fulfilment must be considered as executed as agreed upon in the contract.

2.2.4 Fulfilment deadlines, payment

Unless otherwise agreed by the Parties in the specific contract, the quotation must contain the fulfilment deadline.

The payment is calculated per working hours, the quotation contains the current rates.

Ad 2.3 Maintenance (support)

2.3.1 Content of service:

Maintenance, development and faultless operation of the website and the related CMS system developed by the Service Provider for the Client.

The Service Provider undertakes the following tasks for the full service:

- Training for the use of the Mantis bug tracking system, providing access
- Control of operation and troubleshooting

-Project management:

- Project-related communication with the Client, systematic classification of required tasks
- Report of results
- Availability of necessary resources
- Possibility of consulting

Developments, modifications, additional programming tasks ordered by the Client:

Development of new applications, functions

Modification of existing functions, modules

Additional programming tasks

Flash programming, creating animations

System design, database design, user interface design

Data upload, data migration, data conversion

Making content and graphic modifications, and additions unexecutable through the CMS system.

2.3.2 The method and process of ordering and using the service:

2.3.2.1 Maintenance or development is requested through the bug tracking system (Mantis).

Primary support interface: <http://mantis.netfactory.hu/>

The Service Provider sends the access data to the Client within 4 days after signing the contract.

Secondary support: by e-mail: support@jonapot.hu

2.3.2.2 Confirmation of notification: the Service Provider guarantees the confirmation of tasks given by the Client during working hours, within a 48-hour deadline, in the Mantis system. The Service Provider makes the related cost plans and timetables according to the size of the task, and sends them to the Client. The Client indicates in writing the tasks it requires to be

performed under the conditions of the Service Provider. The Client and the Service Provider decide jointly upon the tasks that require extra project specification or conclusion of a contract.

2.3.3 Fulfilment deadlines, payment

The payment amount is calculated from a basic rate (standard fee) and the rates for additional services.

The basic rate is a predetermined standard monthly fee depending on the size of expected continuous tasks, which guarantees the availability of the Service Provider for the execution of support tasks in a predetermined number of hours every month.

The fulfilment deadline is included in the quotation. The payment is calculated per working hours, the quotation contains the current rates.

2.3.4 Services outside working hours

Upon written demand of the Client, the Service Provider guarantees the services employed in the support contract at times outside working hours as well. The Client is obliged to indicate its request for services outside working hours 5 workdays in advance. Should the Client explicitly request in writing an activity to be carried out outside official working hours, the Service Provider will charge the double of the defined hourly rate for this activity.

Ad 2 4 Software development

2.4.1 Content of service

Besides software development, the service includes

- installation
- handing over user's manual (must be provided for every software) and
- training (on the Client's request)
- support and maintenance

The Service Provider guarantees a channel for communication with the Client, in the case of software development this is the BaseCamp interface. The Service Provider guarantees access to the interface for the involved colleagues of both the Service Provider and the Client.

2.4.2 The process of service fulfilment:

2.4.2.1 Preliminary consultation:

The Service Provider and the Client jointly determine the specifics of the software to be developed, and the related basic requirements. The Parties make a memo on the consultation; the rules of confidentiality apply to the contents of memos.

After the preliminary consultations, and in the knowledge of statements made, the Service Provider is entitled to refuse the assignment without explanation.

2.4.2.2 Creation of specification:

The Service Provider creates a task specification according to the preliminary consultations for the unambiguous definition of the task for both parties.

The specification contains the major requirements concerning the Client (e.g. availability of information, resources etc.).

The Client either accepts the specification, or sends it back for amendment. Should the specification be sent back, the Client and the Service Provider will continue the consultations, and the Service Provider will make specification versions until the Client accepts one version, or one of the parties terminates the order.

2.4.2.3 Feasibility plan, quotation:

In the case of an accepted task specification, the Service Provider makes a feasibility plan and an estimated schedule for the Client, which are included in the quotation.

The feasibility plan contains the list of technologies to be used, the resources for development, and the definition of working hours related to development parts.

The contract between the Parties is established with the acceptance of the feasibility plan and quotation.

2.4.2.4 Development:

The development can begin only after the acceptance of the task specification and quotation, and after the conclusion of the contract between the parties.

The Service Provider informs the Client on the progress of the development on a regular basis via the specified communications channel.

Should the Client fail to comply with its data delivery liabilities, or to provide the material conditions in time, the fulfilment deadline will be expanded to the extent of the time of the Client's delay.

2.4.2.5 Modification of specification during development:

The Client is allowed to modify the task specification during development, can ask for the introduction of new functions; the modified task can only be developed after the acceptance of the modified task specification by the Service Provider, and the acceptance of the modified quotation by the Parties.

2.4.2.6 Acceptance of milestones

The acceptance of part-tasks by the parties, which is the basis for invoicing.

2.4.2.7 Qualitative receipt, putting into operation:

The Client is obliged to check the created works and the delivered test version, and to make a statement on their approval within 3 workdays. This delivery is part of the quality control, which can also be determined from the test version. Should the Client not make any statements within the given period, the absence of response must be considered as an approval statement. In the case of any dispute between the Service Provider and the Client, this

approved test version must be accepted as the subject of contract.

The Service Provider is, in principle, the proprietor of the software source code. The Service Provider is able to deliver the source code to the Client only with the conclusion of a specific contract – in return for an adequate compensation. After delivery, the Client is allowed to make a complaint on quality only within 5 days after fulfilment. Should there be no incoming complaint within the given deadline, the fulfilment must be considered as executed pursuant to the contract.

2.4.3 Fulfilment deadlines, payment

The fulfilment deadline is included in the quotation. The payment can be periodical, based on the acceptance of the milestones, or by the hour. The quotations contain the current rates.

Ad 2.5 Hosting and operation, and Online services:

2.5.1 Definition of Hosting and operation, and Online services provided by the Service Provider

2.5.1.1 Hosting services

They cannot be requested as a single service, only in combination with web development.

The services are as follows:

- E-Server Base – rental of static web server
- E-Server Dynamic – rental of dynamic web server I
- E-Server Dynamic Pro – rental of dynamic web server II
- E-Server Mail – electronic mailing
- Extra E-mail service
- Extra hosting service
- Virus protection
- Spam filtering

2.5.1.2 Domain service

- Domain registration
- Domain re-registration
- Domain parking
- Secondary DNS

2.5.1.3 Online service

The Service Provider guarantees, operates, updates, and keeps updated the following services, and inserts e-cards and other promotional elements on special request:

- newsletter system
- questionnaire system

- making visitor statistics (analytics)
- link building (building of connections)
- management of ad words/etarget/ad sense campaigns
- management of banner campaigns

The Service Provider supplies the Services ordered personally or electronically by the Client according to specific contracts.

2.5.2 Elements of the service contract

2.5.2.1 The elements of the service contract for Hosting and operation services

Client data for the conclusion of the Contract

A basic condition for the conclusion of the Contract is for the client to make the data for personal identification available for the Service Provider.

Natural entities:

- name, permanent address, address of residence, identity card number. In the case of clients with limited capacity, we require the aforementioned data concerning their legal representatives/guardians.

Legal entities:

- name, address of headquarters, corporate registry number, tax number, bank account number, name and identity card/passport number of the representatives of the legal entity, or a copy of the authorisation included in a private document or public record with full probative value signed by the legal representative.

The Service Provider reserves the right to verify the authenticity of the provided data. Should the customer withhold data or provide false data for the conclusion of the service Contract, the Contract is retroactively ineffective to the time of its conclusion.

2.5.3 Changes in Client data in the case of Hosting, operation services

The Client is obliged to inform the Service Provider in writing about any changes to its data, the person of its representative, legal status and management within 8 days following the occurrence of changes. The Client is obliged to immediately inform the Service Provider in writing about any winding-up, dissolution, or bankruptcy proceedings instituted against it. The Service Provider is not to be held liable for any damage arising from the negligence of the Client to provide information on the modified service data; it can however claim a compensation of its own related damages.

2.5.4 Contractual period, duration of the contract in the case of Hosting and operation, and Online services

The Contract is concluded for an unlimited period. The Service Provider and the Client can agree to conclude a contract of limited duration, with a different duration for the various Services.

A contract of limited duration automatically becomes a contract of indeterminate duration after its expiration under the conditions defined in the Contract, if the Client continues to employ the service under the same conditions.

2.5.5 Qualitative receipt in the case of Online services

The Client is obliged to check the created works, and to make a statement on their approval within 3 workdays. This delivery is part of the quality control regarding the general appearance, which can also be determined from the test version. Should the Client not make any statements within the given period, the absence of response is to be considered as an approval statement. In the case of any dispute between the Service Provider and Client, this approved test version must be accepted as the subject of contract.

Should there be no incoming complaint within the given deadline, the fulfilment must be considered as executed pursuant to the contract.

2.5.6 Modification of the service contract in the case of Hosting and operation, and Online services

The Contract can usually be amended by the consent of the Parties. The general rules of contract conclusion must be applied for the amendment of the contract with the clause that the Service Provider meets the Client's modification request if possible within 5 days, but maximum 30 days after the submission of the request, in a form that meets the requirements of the client regarding identification.

In the case of a contract amendment at the request of the subscriber, the Service Provider is entitled to charge a single amendment rate of HUF 2,000.

The starting date of payment liability is the first day of the month following the date of fulfilment of the service modification. The Service Provider and the Client can deviate from the provisions of this chapter by means of common consent.

The modification of rates is an exception to the Contract amendment, to which the Service provider is entitled to – within the frames of the prevailing legislation in effect on the prohibition of unfair economic activities.

The Service Provider is entitled to unilaterally modify the rates at the beginning of and during the year, if the modification is justified by conditions influencing its management and the Service. These conditions can be:

- the increase of operational, functional costs
- technical modernization of the network and infrastructure
- amendments to legislation.

The Service Provider undertakes not to raise the annual average of the subscription rate of a given Service to an amount higher than the quadruple of the inflation, except if its economic operation is not guaranteed by a fair commercial profit in the given field (sliding price clause).

2.5.7 Rates, payment conditions for Hosting and operation, and Online services

2.5.7.1 Method, frequency of invoicing, date of invoice delivery

The specific quotation contains the current rates for the Services of the Service Provider.

The Service Provider issues an invoice for the Client, which contains the rates defined in the specific Contract. The Client is obliged to settle the invoice within the payment deadline featured on the invoice.

The invoices are mailed per post at least 10 days prior to the payment deadline. The frequency of invoicing is defined by the Client, and determined in the specific Contract.

Should the address data given by the Client be identical with the address registered by the Service Provider and the one on the invoice, the Service Provider considers the invoice as delivered on the fifth workday after its mailing.

Should the Client not make any complaints on the invoice, the Service Provider considers the price on the invoice as accepted by the Client.

2.5.7.2 Monthly service rates

A monthly subscription rate is every rate calculated for a commenced invoicing period paid by the Client for the availability of the used Service. The Service Provider is entitled to invoice the full monthly subscription rate even if it is obligated to limit the Service for reasons arising in the Client's sphere of interest.

A time-proportionate monthly subscription rate must be paid in the case of a mid-month entry into force or termination of Contract.

The Client's first invoice may contain the monthly subscription rate proportionately calculated from the date of contract conclusion until the end of the current invoicing period, the rates incurring from the date of contract conclusion until the beginning of the current invoicing period. The Client's further invoices may contain the monthly subscription rates for current invoicing periods, and single rates.

In the case of the AdWords and Etarget services, the Service Provider will credit the Client with the unspent amount of the sum for advertisements at the next invoicing.

2.5.7.3 Single rates

The Service Provider can charge a single rate according to the payment conditions of the chosen Service, which will be paid with the first invoice due. The date of invoicing is the fifth calendar day after the conclusion of the Contract. The Client is obliged to settle the invoice within the payment deadline featured on the invoice.

2.5.7.4 Discounts

The Service Provider can offer occasional discounts for every Client, or for a defined group of Clients under consideration of the principle of equal treatment.

2.5.8 Warranty and limitation of liability for Hosting and operation, and Online services

The Service Provider guarantees that every provided service is well-functioning from the day of the start of Service.

The Service Provider is obliged to make every reasonable effort to guarantee the efficiency and continuity of the Services, but is not to be held liable for any loss or damage caused by the failure or any other deficiency of the Services.

2.5.9 The rights and obligations of the Client in the case of Hosting and operation, and Online services

The use of services as defined in the specific Contract.

The Client's user is not allowed to use the Services for purposes other than those originally defined without the written consent of the Service Provider.

The Client's user is not allowed to attempt to modify, transform or repair the services. The arising damages are to be paid to the Service Provider by the Client.

The Client undertakes to not to use the service for the dissemination of publications with contents that are obscene, inciting to hatred or racially discriminating.

The Client is obliged to pay the current service fee for the works completed by the Service Provider or its sub-contractors at the Client's premises according to the Service Provider's price list.

In the case of Hosting and operation services, the Client is allowed to suspend the accessibility of its domain managed by the Service Provider for 90 days free of charge. The Service Provider stores the Client's incoming letters for 60 days after the start of suspension for a period of 90 days from the start of suspension.

Furthermore, the Client undertakes in the case of Online services to:

- pay on time to the Service Provider the monthly service fee and occasionally, if previously agreed upon, the fee of the newsletter template, within 30 days after receiving the invoice;
- take into consideration and comply with the Amendment of Act CVIII of 2001 on Electronic Commerce and on Information Society Services when sending bulk e-mails, and confirms that the owners of the e-mail addresses stored in the system have contributed to the acceptance of the letters sent to them.

2.5.10 The rights and obligations of the Service Provider in the case of Hosting and operation, and Online services

The Service is always the property of the Service Provider, the user of the Client has only non-exclusive and non-transferable rights of use concerning the Services.

It is not the task of the Service Provider to adapt the equipment provided by the Client to the use of Services.

The Service Provider provides maintenance and, if necessary, repairs concerning its provided Services.

The Service Provider is entitled to immediately disable any service provided for the Client, if it considers that any of the Client's users is using some of its services for the publication of extremist or obscene ideas, or if the infrastructure of the Service Provider is threatened in any

way whatsoever during the service provided for the Client.

The Service Provider guarantees within the Online service:

- a/ the continuous – professional – operation and inspection of the service in a 24/7/4+4 system,
- b/ constant updates for keeping the service up-to-date,
- c/ access to the user interface of the operated system for users defined by the Client (login/ passwords), and manages them during service time,
- d/ training on the use of user interfaces before and after the delivery of the system at the premises of the Service Provider, for employees defined by the Client in maximum 3x1 hours, and written training material on the use of the system.

2.5.11 Deficiencies caused by the Client in the case of Hosting and operation, and Online services

The Service Provider is not to be held liable for, and is not obliged to repair the deficiencies of the Service caused by the following factors:

- deficiency or inadequacy of the Client's technical equipment,
- deficiency or inadequacy of the Client's internet connection,
- incorrect setup or inappropriate use of the Service,
- breach of contractual responsibilities or infraction of laws by the Client,
- force majeure,
- in case of re-registration (Hosting and operation services).

The Service Provider is not to be held liable for damages arising from failures or deficiencies outside the sphere of interests of its service.

The Service Provider is not to be held liable for damages arising from the delays of bank transfers in the case of Online services, especially AdWords, Etarget and AdSense services.

The regulations of the Hungarian Civil Code apply to damages (both contractual and non-contractual) caused by the Client to the Service Provider, as well as for compensation and certain cases of liability. The Client notes and accepts that the Service Provider does not control, and is not to be held liable for the contents streaming through the Service Provider's server computers and the internet - including the data loss caused by software and hardware errors, operation malfunctions caused by viruses, or external interventions. The Client declares and guarantees that the use of services by the Client does not injure the copyrights, personal, intellectual or other property rights of the Service Provider or a third party, and is responsible for the operation of any software installed by the Client, and for the contents stored on the server. In the case of such a prohibitory demand from a third party, the Client takes direct action at its own expenses for the protection of the Service Provider's legitimate interests – with the persistence of its own compensation liability.

2.5.12 Cases and conditions of Service limitation in the case of Hosting and operation,

and Online services

The Service Provider is allowed to limit, or reduce the quality or other features of the service, by simultaneous notice to the Client about the changes, in the following situations:

- if the Client is blocking or threatening the proper operation of the Service Provider's infrastructure.
- if the Client cedes and/or resells the service to a third party without the consent of the Service Provider.
- in the case of Hosting and operation services, if there is a default in payment, the Service Provider is entitled to limit the use of the service provided for the Client.

In the case of Hosting and operation services, the Service Provider is obliged to notify the Client of any kind of limitation by e-mail, 3 workdays prior to the introduction.

- a) In the case of a 15-day default in payment, disabling the access to every mailbox of the Client,
- b) in the case of a 30-day default in payment, disabling the data traffic for every domain of the Client, and
- c) in the case of a 45-day default in payment, the full disabling of every service for the Client, until the Client pays its total debt.
- d) Should the Client pay its total debt, the Service Provider is obliged to reset the Service to the original state prior to the limitation, the reduction of quality and other features, or disabling.

Single reactivation fee: The Service Provider charges the Client a sum of HUF 3,000 for resetting the original state after any kind of limitation.

In the case of a 60-day default in payment, the Service provider will terminate the service. The Service Provider is not to be held liable for any damages arising from the termination of the service.

If the Client uses more service elements, disposes of more Contracts, and breaks the regulations of this GTC or of the Contract in relation to it, the Service Provider is entitled to immediately and simultaneously apply the sanctions mentioned above to every legal relation and Service of the Client.

2.5.13 Principles on data management – Privacy Policy for Hosting and operation, and Online services

The Service Provider stores the following Client data within the Services:

- Client data for the conclusion of the contract, defined in the relevant chapter of this GTC,
- data of the Service used by the Client,
- data concerning payment and debt.

The Service Provider manages the personal Client data until the termination of the Contract. The Service Provider deletes the personal data mentioned above after the expiration of Client status.

The Service Provider manages the payment-related data of the Service used within the frame of the specific Contract for 1 year after the payment of the invoice, and for the period of limitation (5 years) in the case of any debt. An exception occurs, if legislation requires a deadline different to the aforementioned concerning data management.

The Service Provider does not transfer, sell, or make the data collected during the operation of the Service available to any third party under any circumstances whatsoever. Legal obligations related to national security services and investigation authorities are an exception to this provision.

In the case of hosting services, the Service Provider does not monitor, tap, store and interfere in the information flow related to the Service provided for the Client, except for measures taken in the interest and for the protection of the Client as described below:

- The Service Provider makes security backups of the Client's web and e-mail storage in the case of hosting services. The security backups (backups) are used only in the case of data loss caused by the malfunction of the Service, for the recovery of the original state. The Service Provider handles the backups confidentially.
- The Service Provider filters the electronic letters forwarded through its system automatically, without human intervention. The aim of the control is the filtering of unwanted ad messages (SPAM) and viruses threatening the resources and infrastructure of both the Client and Service Provider.

In the case of hosting services provided for the Client, the Service Provider does not collect and store any information that could later lead to the identification of visitors to the website operated by the Client. Should a third party send a message, or any kind of information to the Service Provider on the internet that enables personal identification, the Service Provider is not allowed to transfer, sell, or make these data available to another party under any circumstances. The traffic-related data collected by the Service Provider (without personal identification) can only be used during traffic survey and system maintenance, according to the principles mentioned above.

The Service Provider is allowed to manage the personal Client data for its own direct marketing or marketing purposes with the consent of the Client. A direct marketing message cannot be sent to a Client that does not wish to receive any promotional material, and has not previously approved such activity.

2.5.14 Fulfilment deadlines, payment

Unless otherwise agreed by the Parties in the specific contract, the fulfilment deadline and the payment deadline are the same as the ones in the specific service contract or in the confirmation of the assignment.

Ad 2.6 PR and marketing consulting

2.6.1 Content of the PR and marketing consulting service:

Creating marketing strategies, marketing and PR plans, writing marketing and PR texts, design and completion of campaigns, media buying, composing corporate philosophy and mission, design and completion of advertisement and PR campaigns.

2.6.2 The work process:

The Service Provider, in contribution with its experts, gives a written answer to the written professional question requiring a professional work of the usual amount within 3 workdays. Should the Client not like the design, two correction rounds are possible. The Service Provider acts during the execution of works in compliance with the regulations of Act XLVII of 2008 on the the Basic Requirements and Certain Restrictions of Commercial Advertising Activities, and other relevant Hungarian legislation.

The Service Provider is not liable for any oral advice that has not been confirmed in writing.

2.6.3 The process of work acceptance

The Client is obliged to check the created works, and to make a statement on their approval within 3 workdays. Should the Client not make any statements within the given period, the absence of response is to be considered as an approval statement. The Service Provider stores the completed works for 2 years.

2.6.4 The rights and obligations of the Client

The use of services as defined in the specific contract.

The Client is obliged to hand over to the Service Provider any information required for the proper completion of works. The Client is obliged to inform the Service Provider about any changes in its activity that can modify the contents of services defined under item 2.6.1.

2.6.5 The rights and obligations of the Service Provider

The Service Provider is obliged to take into consideration the current relevant legislation during the completion of every activity defined under item 2.6.1. Should the Service Provider not comply with the relevant legislation, the Client is entitled to a compensation. The Service Provider is to be held liable for every inappropriate procedure.

2.6.6 Warranty and limitation

The Service Provider guarantees to the Client that the material handed over, with special regard to copywriting, has not been published anywhere before, is not used for other Clients, and is made under consideration of the communication of the Client's rivals.

2.6.7 Fulfilment deadline, payment

Unless otherwise agreed by the Parties in the specific contract, the delivery deadline is 3 workdays.

The Service Provider includes the service fee in the quotation.

IV METHOD OF PAYMENT, DEFAULTS IN PAYMENT

Unless otherwise specified in the specific contracts and chapter III of this GTC, the Client is obliged to pay the Service fee for the Service Provider through bank transfer.

The payment of the invoice is considered by the parties as completed when the entitled party's bank account has been credited with the sum.

For a default in payment the parties specify a default interest according to § 301/A of the Hungarian Civil Code (§ 301 in the case of non-business organizations). The amount of the interest in the case of a business organization is at the time of entry into force of this General Terms and Conditions the sum of the basic interest rate of the central bank valid on the last day prior to the calendar half-year concerned by the delay increased by 7%.

V CONTRACTUAL GUARANTEES

As a guarantee for payment fulfilment, the Service Provider is allowed to specify the payment of a deposit, and to require further advance from the Client before the start of works. In the case of contract fulfilment, the sum of the deposit is calculated into the service fee. The sum of the deposit - unless otherwise specified - can reach maximum 20% of the Service fee, the total sum of the deposit and advance cannot exceed 50% of the Service fee.

Should the Service Provider be responsible for the failure of the Contract, the deposit must be paid back to the Client, in other cases it remains in the Service Provider's possession. The abandonment of the deposit and the reimbursement of the deposit do not exempt from the consequences of the breach of contract, the deposit is calculated into the possible compensation.

The stipulations on the deposit and the advance are defined in the Service Provider's quotation (confirmation of order).

The Service Provider becomes entitled to issue the invoice on the advance, or the deposit, on the day the order enters into force, and the period for invoice payment begins on that day as well. The Service Provider does not begin the fulfilment of the contract unless the Client completely settles the invoice for the advance, or the deposit. The fulfilment deadline of the order is automatically prolonged to the extent of the time elapsed between the expiry and the settlement of the invoice for the advance, or the deposit by the Client.

VI BREACH OF CONTRACT

The Service Provider and the Client commit a breach of contract in the case of

- defective fulfilment
- default in payment, or
- impossibility of fulfilment due to reasons accountable to any of them.

The Service Provider is liable to pay penalty in the case of its breach of contract.

Unless otherwise agreed in the specific contracts, the amount of the penalty defined by the parties

- is a daily 0.33%, but at most 12% in the case of default in payment, or in the case of deadline prolongation due to default fulfilment.
- and 12% in the case of impossibility of fulfilment – including the justified withdrawal of the Client.

The basis for penalty calculation is the Service fee for the work that is the subject of the specific order, or the Service fee for the individually usable service in the case of a part-performance.

Should the Service Provider not be able to complete the work due to reasons accountable to the Client (breach of contract by the Client), the Service Provider is entitled to the penalty (lump sum compensation for damage) according to the provisions of chapter VII, and the Service Provider is entitled to enforce the damage exceeding the penalty.

VII TERMINATION OF CONTRACT

1 The specific contract between the parties is terminated with the fulfilment pursuant to the contract.

2 The specific contract can be terminated without fulfilment as well:

- by common consent of the parties,
- by the withdrawal of or termination of contract by the Client,
- by the termination of contract by or withdrawal of the Service Provider.

3 Should the Client wish to exercise its general right to withdrawal (not the right to withdrawal due to a breach of contract by the Service Provider), it is obliged to pay the Service Provider's arising costs and damage according to the following terms:

-Should the Client exercise its right to withdrawal (not the right to withdrawal due to a breach of contract by the Service Provider) in the starting phase of work after the order (the Service Provider has not begun making the designs, it has, however, made preparations for the fulfilment of the contract), it is obliged to pay 10% of the total service fee as forfeit money.

-Should the Client exercise its right to withdrawal in the production phase of work (the Service Provider has begun making the designs), it is obliged to pay 50% of the total service fee as forfeit money.

-Should the work after the correction rounds contain the proper functions and design elements, however these do not satisfy the Client's subjective vision, the Client is obliged to pay 90% of the total service fee as forfeit money, after which the product will be delivered to the Client. Accordingly, in this case the contract is not terminated in relation to the future.

-Should the Client not accept the work/product after its completion due to subjective reasons, it is obliged to pay 100% of the total service fee as forfeit money, since the Service Provider has fulfilled the work as agreed upon in the contract.

4 The Service Provider is entitled to suspend the service, or to terminate (or to withdraw from) the contract with immediate effect, if the Client exercises the following prohibited conducts:

1. It wishes to place, publish on the product to be produced illegal materials that are pornographic, infringe the rights of industrial property, copyrights or the good reputation and honour of others, or are repugnant to good taste.
- 4.2 If the client has a default in payment of more than 30 days, and it does not settle its debt upon the payment notice.
3. If bankruptcy, winding-up/liquidation proceedings are instituted against the client, or it decides on dissolution of business.
4. If the Client commits a serious breach of contract.

Should the Service Provider denounce/withdraw from the contract with immediate effect, the Client is obliged to pay the costs and damage (including the lost profit) of the Service Provider.

5 The termination or denunciation of the contract between the parties – except for certain cases of withdrawal – does not exempt the parties from the fulfilment of their existing liabilities or the payment of their debts.

VIII COPYRIGHTS

Unless otherwise specified in the specific contracts or chapter III of these General Terms and Conditions regarding the different services:

Unless otherwise specified by the Client, the Service Provider is allowed to indicate its authorial capacity and name on the works it created, and to use these works as a reference without limitation.

Copyrights: The Service Provider's works, and designs presented in any phase of the work process are under copyright protection, the holder of the copyright of these is the Service Provider alone. The Client will own the users' rights related to pecuniary rights starting with the payment of its total price.

The right of use is not exclusive, cannot be transferred or handed over to a third party, the mode and degree of use cannot aim a direct financial gain, and cannot result in profit. The right of use applies to the territory of Hungary, and is of indeterminate duration. The right of use does not include any change, modification, transformation, or any related application mode or grade. The Client commits a serious breach of contract in the case of any application, modification not agreed upon previously in writing, or if the Client breaks the rules of use. In this case, the Service Provider is entitled to a penalty of the amount of the total service fee, and can also enforce its arising damages. Should the Client demand more extended users' rights than those specified in this General Terms and Conditions, it is obliged to initiate this in advance and in writing. The Service Provider decides about the acceptability of the required content according to the initiative, and in the case of a positive decision, the exact content and

rate of the users' rights are laid down on the order sheet. The delivery of and payment for the work-related computer files, drafts, designs – since they are the property of the Service Provider, and are not subject of the different orders – are always subject of a specific agreement.

Property rights: The Service Provider reserves the property rights of the work delivered during the fulfilment of the contract until full payment by the client. The Client acquires the various users' and other rights stipulated in the various orders with the payment of the total service fee.

IX CONFIDENTIALITY, DATA PROTECTION

The contracting parties are obliged to keep secret all information, data or other knowledge gathered during the fulfilment of the contract concerning the other contracting party, and to ensure that the secrets are inaccessible by any unauthorized third party. The obligation of confidentiality applies to the contracting parties after the termination of the contract as well.

The contracting parties ensure the maximum observation of rights acquired during the fulfilment of the contract that are related to products of the other contracting party under the protection of copyright, industrial property rights, or the acts of the Hungarian civil code. This also applies to the case, when the Service Provider is not indicated on the products as agreed upon in this contract.

X MISCELLANEOUS PROVISIONS

1 The contracting parties co-operate efficiently and closely during the fulfilment of the contract, and take eminently into consideration each other's interests.

2 The contracting parties assume the obligation to mutual notification and information during the fulfilment of the contract. During the performance of this obligation the parties prefer the written form.

Every notice defined in and sent according to this General Terms and Conditions and the specific contracts (hereinafter: "Notices") must be written, and sent to the other Party's official postal address according to the provisions of this item. Unless otherwise agreed by the parties, a legal effect can only be related to the communication carried out as defined under this item. The Notices are to be considered as communicated in the cases and at times mentioned below:

2.1 immediately, in the case of personal delivery, on the delivery receipt – which can be the copy of the delivered document signed by the recipient Party – on the indicated day, or

- 2.2 in the case of delivery through a courier service, on the standard form of the courier service, on the day indicated as the time of delivery, or
- 2.3 in the case of delivery by registered consignment with acknowledgment of receipt, on the day of the acknowledgment of the receipt returned to the consignor, or if the time of delivery cannot be determined from the acknowledgment receipt, on the day of return of the acknowledgment of receipt. If the notice sent by registered consignment with acknowledgment of receipt returns to the consignor with the comment “did not make inquiries” or “the consignee has moved to an unknown place”, and the consignment contains the above defined address of the consignee, the notice is to be considered as delivered on the fifth day after the date of consignment, or
- 2.4 in the case of a notice sent by fax message, on the day mentioned on the so-called confirmation certifying the successful forwarding, or
- 2.5 in the case of a notice sent by e-mail, on the first calendar day after the date when the sent e-mail streamed through the addressee Party’s SMTP server (hereinafter: “Streaming time”). Unless proven to the contrary, the so-called sending time indicated in the e-mail must be considered as Streaming time, except when the sending time indicated in the e-mail is obviously incorrect. In this case, the actual Streaming time must be taken into consideration, or
- 2.6 if the addressee Party refuses to receive the notice sent according to sub-items 8.1 – 8.5, the notice must be considered as communicated on the day of the refusal.

The notices must be sent to the persons defined in the specific contracts.

The order containing essential data on the legal relationship between the parties, and its confirmation containing a quotation and the fulfilment deadline, are to be considered as a contract.

3 The following laws are applicable to the questions not discussed within these General Terms and Conditions:

- Act CVIII of 2001 on Certain Issues of Electronic Commerce Activities and Information Society Services
- Act LXIII of 1992 on Protection of Personal Data and the Publicity of Data of Public Interest
- Act CLV of 1997 on Consumer Protection
- Government Decree Nr. 17/1999 (5. II.) on Contracts Concluded between Distant Parties
- Act IV of 1959 on the Civil Code of the Republic of Hungary
- Act XLVIII of 2008 on the Basic Requirements and Certain Restrictions of Commercial Advertising Activities

4 This GTC is valid only in Hungarian. Any legal disputes between the parties are governed by the laws of Republic of Hungary. The parties stipulate that in the case of a legal dispute, depending on competence, the Municipal Court of Szeged or the Court of Csongrád County has exclusive jurisdiction.

Szeged, 1 January 2010