

GENERAL TERMS AND CONDITIONS

Shoptet Kft., registered office at Kacsai utca 15-23, 1027 Budapest, Hungary, company reg. no. 01-09-357795, (“**Shoptet**”), issues the following general terms and conditions (“**GTC**”):

Article I Definitions

In addition to the terms used in the preamble of these GTC and elsewhere herein, the following terms (legislative shortcuts) shall have the meanings set out below:

1. “**Client**”: a legal entity / sole trader with its registered office / place of business in the territory of Hungary, approached by the Partner for the purpose of (i) offering to establish an e-shop through the Shoptet System and (ii) concluding an Intermediated Agreement with the Provider, and who is not (and has not been in the last 12 months) in contact with the Provider’s sales department.
2. “**Proposal**”: a proposal to conclude the Agreement sent by the Partner to the Provider.
3. “**Civil Code**”: Act V of 2013 on the Civil Code, as amended.
4. “**Partner**”: a legal entity / sole trader who intends to perform Intermediation Activities and is already enrolled in the Provider’s partner program, or a legal entity / sole trader who is not enrolled in the Provider’s partner program, but are approved by the Provider on an individual basis.
5. “**Provider**”: Shoptet, the owner and administrator of the Shoptet System.
6. “**Intermediation Activities**”: the activities provided by the Partner to the Provider under the Agreement, as specified in Article IV of these GTC.
7. “**Shoptet System**”: the platform available at <https://www.shoptet.hu/> providing e-shop solutions for establishing e-shops and related services, operated by the Provider.
8. “**Agreement**”: the Intermediation Agreement concluded pursuant to Sections 6:288-6:301 of the Civil Code between the Provider and the Partner by means of remote communication, of which these GTC form an integral part. Under the Agreement, the Partner undertakes to carry out Intermediation Activities so that the Provider has the opportunity to conclude with Clients a contract for the provision of e-shop solution services, the subject of which is the establishment of the Client’s e-shop through the Shoptet System (the “**Intermediated Agreement**”), and the Provider undertakes to pay the Partner a Commission under Article V of these GTC.
9. “**Contracting Parties**”: the Provider and the Partner.

Article II General Provisions

1. These GTC issued by Shoptet govern all rights and obligations arising from or related to the conclusion of the Agreement between the Provider and the Partner.
2. Before sending the Proposal under Article III(1) of these GTC, the Partner declares that it has duly acquainted itself with the current wording of the GTC and confirms that it accepts them. By concluding the Agreement, the Partner undertakes to abide by and comply with these GTC (including any amendments).
3. By accepting these GTC, the Partner agrees that communication between the Provider and the Partner will take place exclusively by electronic means — by e-mail — unless stated otherwise herein.
4. If the GTC are amended (of which the Provider will inform appropriately), the continued duration of the Agreement is conditional upon the Partner expressing consent to the amended GTC. If, after a change to the GTC, the Partner continues to provide Intermediation Activities under the Agreement without expressly agreeing to the change, such continued provision shall be deemed the Partner’s consent to the amended GTC.

Article III Conclusion of the Agreement

1. The Partner submits the Proposal to conclude the Agreement to the Provider by registering at <https://partnerek.shoptet.hu/affiliate/>, by filling in all fields marked as mandatory and submitting the registration via the said website.

2. Before sending the Proposal, the Partner must review these GTC and confirm its consent by ticking the appropriate box. Without this confirmation, the Proposal cannot be sent.
3. The Partner is bound by the Proposal from the moment it is delivered to the Provider.
4. Upon receiving the Proposal to conclude the Agreement, the Provider will send a confirmation e-mail to the Partner's e-mail address stated in the Proposal, confirming receipt. At the moment of the Provider's confirmation of receipt of the Proposal, the Agreement between the Provider and the Partner is concluded and becomes valid and effective.
5. If the registration is not properly completed or the Provider does not receive all necessary information, the Provider is entitled not to accept the Proposal.

Article IV

Method of Providing Intermediation Activities by the Partner

1. The Partner will offer, propose and present the Shoptet System to its Clients, on the basis of which the Partner is entitled to an intermediation commission under Article V of these GTC.
2. The Partner will proceed as follows:
 - i. The Partner assesses the Client's needs,
 - ii. The Partner presents the Client with the solutions of the Shoptet System,
 - iii. The Partner connects the Client with the Provider by e-mail; the Provider's e-mail address for this purpose is: partnerek@shoptet.hu,
 - iv. The Partner follows the steps in this Article for the purpose of the Client concluding the Intermediated Agreement with the Provider and establishing an online store (e-shop) via the Shoptet System.

Article V

Partner's Commission

1. The Partner is entitled to a commission equal to 50.00% of the current subscription for the Shoptet System services subscribed by the Client (the "**Subscription**") for the first twelve (12) months during which the Client pays the Subscription. After this period the Partner is entitled to a commission equal to 20.00% of the Subscription for the period of twelve (12) months during which the Client pays the Subscription (together as the "**Commission**"). The Partner is not entitled to a Commission from add-on or additional services, etc.
2. The Commission also includes any costs incurred by the Partner in performing the Intermediation Activities.
3. The Partner becomes entitled to the Commission only after the lapse of six (6) full months of the Subscription under paragraph 1 of this Article, provided that the Client has paid the Subscription to the Provider in full.
4. First part of the Commission will therefore be paid to the Partner after the lapse of six (6) full months of the Subscription. At that moment and after that at intervals of every three (3) months, the Provider will prepare for the Partner a report stating (i) the sum of all paid invoices (excl. VAT) for the Subscriptions of the Clients with whom the Partner arranged the conclusion of the Intermediated Agreement and (ii) the total amount of the Commission for the pars period (the "**Report**"). The Provider sends the Report (e-mail is sufficient) to the Partner within fifteen (15) days after the end of each stated period. Upon receipt of the Report, the Partner shall issue an invoice to the Provider for the respective Commission amount, due within 30 days of issue, payable by bank transfer. The Partner must send the invoice to the Provider on the day of issue (e-mail to partnerek@shoptet.hu is sufficient).
5. The Partner is entitled to the Commission calculated from the current Subscription plan the Client uses in the Shoptet System. If the Client upgrades to a higher (more expensive) plan, the Partner's Commission increases from the moment of the upgrade and payment of the higher plan by the Client.
6. No Commission is due if the Client uses the Shoptet System's free plan.
7. If the Partner does not have exact contact details of the Client, but the Client visits the Shoptet System and contacts the Provider directly (e.g., via contact details published at <https://www.shoptet.hu/>) before being introduced to the Provider by the Partner under Article IV, the Partner may still be entitled to the Commission if the Partner sends the Client's name/business name by e-mail to partnerek@shoptet.hu and provides relevant written evidence that it communicated with the Client in connection with the purpose of the Agreement before the Client contacted the Provider. Recognition of such entitlement is at the Provider's sole discretion.

Article VI
Rights and Obligations of the Provider

1. The Provider is entitled to request that the Partner allow a preliminary qualification of Clients, within which the Provider may further specify and determine the circle of Clients suitable for concluding the Intermediated Agreement, so that only suitable Clients are introduced by the Partner.
2. The Provider is obliged to pay the Commission to the Partner under Article V of these GTC.
3. The Provider undertakes to share and hand over to the Partner marketing materials, banners, logos and articles (the "Materials") that help present the Shoptet System's solutions and services to Clients; the Partner is not obliged to use the Materials when performing the Agreement.
4. The Provider undertakes to provide a contact person from the Shoptet customer care team to assist the Partner with questions regarding the Shoptet System's solutions and services and to support the Partner in presenting the System to Clients.
5. The Provider is obliged to inform the Partner of any change to the Shoptet System's general terms and conditions or any change to the Shoptet System itself (e-mail is sufficient).

Article VII
Rights and Obligations of the Partner

1. The Partner has the right to obtain the Materials from the Provider and may use them when presenting the Shoptet System to Clients.
2. The Partner is obliged to present the Client to the Provider as thoroughly as possible under Article IV of these GTC.
3. The Partner must provide Clients only valid information about the Shoptet System's services as published on the Shoptet System website.
4. The Partner shall not grant any discounts on the Shoptet System's prices to Clients, nor promise services that fall outside the Partner's authority under these GTC.

Article VIII
Protection of Confidential Information

1. The subject of protection under these GTC is all data, materials, drawings, know-how, documents or any other business and technical information, regardless of the form of capture:
 - a. relating to the Agreement and its performance (in particular the Agreement, information on rights and obligations of the Contracting Parties, information on the Shoptet System as well as information on the Commission);
 - b. relating to the Provider (in particular information about its activities, structure, economic results, all agreements, financial, statistical and accounting information, property, assets and liabilities, receivables and payables, information on its technical and software equipment, know-how, evaluation studies and reports, business strategies and plans, information concerning subjects protected by industrial or other IP rights);
 - c. relating to the Provider's business partners;
 - d. for which a special handling regime is stipulated by law (trade secrets, banking secrecy, tax secrecy, telecommunications secrecy, personal data, classified facts);
 - e. provided to the Partner before the Agreement became valid and effective, if related to its subject and/or content;
 - f. expressly designated by the Provider as "confidential", "proprietary" or a similar designation indicating confidential nature,

All such information is hereinafter referred to as "Confidential Information".

2. The Partner must ensure the secrecy of the information under the previous paragraph by methods customary for such information, unless expressly agreed otherwise. The Partner must ensure confidentiality also by its workers, employees, representatives and cooperating third parties, if they were provided with such information.
3. Confidential Information provided, delivered, communicated, made available and/or otherwise obtained by the Partner from the Provider under or in connection with the Agreement may be used solely for the purposes of performing the Agreement and in compliance with applicable regulations. The Partner undertakes to keep

Confidential Information strictly confidential and protect it from misuse, damage, destruction, devaluation, loss and theft.

4. The Partner may not, without the Provider's prior written consent, provide, deliver, communicate, disclose, publish, distribute, divulge or otherwise use Confidential Information other than for the Agreement's purposes, except where disclosed to:
 - a. the Partner's professional advisers (including legal, accounting, tax and other advisers or auditors) who are either bound by statutory professional secrecy or confidentiality under a written agreement with the Partner;
 - b. (i) entities controlled by the Partner; (ii) entities controlling the Partner; (iii) entities controlled by the same entity that controls the Partner; and (iv) entities controlled by the Partner's controlling entity—provided that such entities are bound by the same confidentiality obligations as the Partner;
 - c. a court, if the Partner decides to exercise its rights under or arising from the Agreement by filing a claim.
5. The Partner's confidentiality obligation does not apply to information that:
 - a. was published before the Agreement was signed, which must be demonstrable by supporting documents;
 - b. becomes generally and publicly available after signature of the Agreement for reasons other than a breach of the Agreement, which must be demonstrable;
 - c. must be disclosed under a statutory obligation or by decision of a court, prosecutor's office or other competent public authority; in such case the Partner obliged to disclose shall promptly notify the Provider;
 - d. was obtained by the Partner from a third party that legitimately obtained or developed it and is under no duty limiting its disclosure.
6. All Partner obligations concerning the protection of Confidential Information and personal data apply irrespective of the termination of the Agreement's validity and effectiveness.

Article IX

Term of the Agreement

1. The Agreement is concluded for an indefinite period.
2. The Agreement may be terminated by:
 - a. agreement of the Contracting Parties;
 - b. extraordinary termination of the Agreement by either Contracting Party;
 - c. termination notice by either Contracting Party;
3. In case of a non-material breach of the Agreement, the non-breaching Party may terminate upon the expiration of a ten (10) day period from delivery of a written notice requesting the breaching Party to remedy the breach. In case of a material breach of the Agreement, the non-breaching Party may terminate the Agreement upon the delivery of a written termination to the breaching Party. For the purposes of this Agreement, in addition to statutory cases, a material breach includes a breach of the Partner's obligations under Article VII(3) and (4) of these GTC.
4. Extraordinary termination becomes effective on the day the termination is delivered to the other Party.
5. Either Party may terminate the Agreement for any reason or no reason, however, in case the Provider gives notice, it does not affect the Commission which the Partner is already entitled to.
6. The notice period shall be calculated in accordance with Section 6:297 of the Civil Code.
7. Termination of the Agreement by any method shall not affect provisions which by their nature are intended to survive, in particular claims for damages and confidentiality obligations under these GTC.

Article X

Notices

1. All information, notices, filings and requests and any other form of communication between the Parties under these GTC must be in writing and delivered in the manner set out in paragraphs 2 or 3 of this Article, or in person against signature.
2. The Parties expressly agree that documents may be delivered by electronic means — e-mail — without the need to simultaneously send them by post, unless stated otherwise in these GTC. For e-mail delivery, the day of delivery is deemed to be the next business day after sending. For the purposes of delivery, the Provider's contact e-mail is partnerek@shoptet.hu and the Partner's contact e-mail is the address stated in the Proposal (*upon registration*).
3. Notices and requests aimed at terminating or amending the Agreement or asserting liability claims shall be delivered exclusively by post as registered mail. Postal delivery is to the Partner's address specified in the Proposal

and to the Provider's address partnerek@shoptet.hu; or another correspondence address notified in writing by a Party to the other. A document is deemed delivered on the day stated on the delivery note as the day of delivery, or on the day it is returned to the sender as undeliverable, regardless of the reason.

4. The Parties must promptly notify each other of any change to their details or contact information.

Article XI

Sanctions

1. If the Partner breaches any obligation under Article VII(3) or (4) of these GTC, the Provider is entitled to a contractual penalty of EUR 2,000 (five thousand euros) for each breach, repeatedly and without limitation. If the Partner breaches the confidentiality obligation under Article VIII, the Provider is entitled to a contractual penalty of EUR 5,000 (ten thousand euros) for each breach, repeatedly and without limitation.
2. The Partner must pay the contractual penalty claimed under this Article within three (3) days of delivery of the written notice of the penalty by the Provider (e-mail is sufficient).
3. Claiming or paying the contractual penalty does not affect the Provider's right to compensation for damage caused by the breach, even in an amount exceeding the penalty.

Article XII

Final Provisions

1. These GTC enter into validity and effect on 1 December 2025 and are published at <https://partnerek.shoptet.hu/affiliate/>.
2. Legal relationships not governed by these GTC arising from the Agreement between the Provider and the Partner are governed in particular by the Civil Code and related legal regulations.
3. All disputes arising between the Provider and the Partner related to a breach of these GTC shall be decided by the general courts of Hungary.
4. The Provider reserves the right to amend these GTC. An amendment is valid and effective on the date stated in the GTC. The Provider will publish new GTC on the website <https://partnerek.shoptet.hu/affiliate/> and inform the Partner by e-mail.
5. The Partner is obliged to regularly acquaint itself with changes to the GTC.