

Terms and Conditions (hereinafter Terms)

Which cover the services provided by **ARMADILLO DESIGN** Commercial and Service Provider Limited Liability Company (Budapest-Capital Regional Court registry number 01-09-679169, hereinafter Service Provider), settling the order of contract between the parties, the definition of the service content and technical conditions, and the cases of the amendment and termination of the contract. Service Provider provides the services to Customer in one of the following forms in the contract to be signed.

- 1) Framework order and its related services provided,
- 2) The services for creating a long-term, continuous legal relationship based on an individual contract and its related order
- 3) The services for creating a one-time legal relationship based on an individual contract and its related order
- 4) Services provided exclusively based on contracts, as seen in Point 2.7

Except for the form detailed in Point 4), the legal relationship related to the completion of every contract-based service mentioned above is created by the contract-related purchase order sent by Customer and approved by Service Provider (the process of placing an order practically starts with the request for offer by Customer and Service Provider's offer for said request). The legal relationship according to Point 4) is created by the purchase order sent by Customer and approved by Service Provider. Customer accepts the content of present Terms by signing any contract or purchase order that was agreed with Service Provider. The Terms cover every Customer defined in current Terms' Point 1.1 Customer and Service Provider may deviate from the Terms' content in a mutual agreement. Unless specified otherwise by the guiding contract of the legal relationship between Customer and Service Provider, the Terms' provisions shall apply, even if the contract does not specifically refer to it. Should there be any kind of contradiction between the Terms and the contract between Service Provider and Customer, then the contract's provision is to be taken as authoritative. Should there be any kind of contradiction between the contract between Service Provider and Customer and the related purchase order, then the purchase order's provision is to be taken as authoritative.

Effective as of 1 January 2019 until revoked or modified. The provisions entered by the Terms' later amendments take effect on the 15th day from their submission on Service Provider's website. The detailed rules related to the Terms' amendment are included in Point 4 of the Terms.

1. CONTRACTING PARTIES

Company details of **Armadillo Creative Agency** (hereinafter Service Provider):

Company:	Armadillo Design Ltd.
Address:	1039 Budapest, Őrtorony utca 13.
Headquarters:	1043 Budapest, Csányi László u. 27.
Representative:	Péter Bartha CEO
Tax registration number:	11838995-2-41
Court registry number:	Cg. 01-09-679169
Bank account number:	10102244-33946600-00000005
Telephone:	1/ 231-0697
E-mail:	info@armadillo.hu

1.1 Customers are any natural individuals with legal or without legal personality, organisations, and every other individual that is looking to request the services of Service Provider, and a legal relationship is made in this regard between them and Service Provider.

1.2. The address/e-mail for service with regards to Service Provider - unless the contract or purchase order specifies otherwise - is the address/e-mail address for service in the Terms, with regards to Customer is the notification/e-mail address given in the specific contract or purchase order. Should there be a deviation between the contract and the related purchase order in addresses, the address on the purchase order is authoritative.

1.3. The services of Service Provider, i.e. Armadillo Creative Agency, are the following:

- 1.3.1. Corporate identity design, branding
- 1.3.2. Marketing and media agency activities
- 1.3.3. Offset and digital printing
- 1.3.4. Creative concepts, graphic designs, activities
- 1.3.5. Web development, programming
- 1.3.6. Event planning
- 1.3.7. Decoration
- 1.3.8. PR and marketing communication
- 1.3.9. Promotional gifts, logo design
- 1.3.10. Film and photo shootings
- 1.3.11. Marketing communication services
- 1.3.12. Production management

Current Terms and Conditions are generally authoritative for the services detailed in Point 1.3. provided by Armadillo Design Ltd, but with regards to these services the contracting parties record the contract contents in individual contracts and in the purchase order.

1.4. Service Provider's business hours are 8am-5.30pm on workdays. On the special request of Customers without a framework order or an individual contract, Service Provider undertakes creative or marketing activities outside of the time period above for extra commission. If Customer requests for delivery within 24 hours, then Service Provider, should they undertake the request, may charge a 50% additional fee besides their original fees. Service Provider always informs Customer in advance of the above mentioned extra fees. Service Provider is readily available for Customer in business hours, but this neither means exclusivity, nor immediate delivery.

1.5. The net hourly fees applied by Service Provider are the following:

General graphics hourly fees:	HUF 12,000
Creative hourly fees:	HUF 16,000
Programming hourly fees:	HUF 14,000
Consultancy hourly fees:	HUF 20,000

1.6. Agency commission rates applied by Service Provider

Media intermediation fees:	15%
Agency commission:	8-15%
Project management fees:	10-20%

2. CONTRACT SIGNING PROCEDURE

Service Provider gives detailed information on signing the contract:

2.1. Customer lets Service Provider know everything about the task at hand, then requests an offer from them. It is important to get familiar with task's background, and with the demands and goals of Customer. Customer must determine the goal they wish to achieve, and what main content specifications, properties and parameters the requested work should have. During the initial discussions, Service Provider assists Customer in determining the task and goals. Customer is responsible that the materials they provide are legal, do not violate any legislations, good morals, and do not infringe any copyrights, industrial property rights or other rights not named separately; Service Provider is not obliged to investigate such parameters.

2.2. Service Provider's offer - unless stated otherwise - is in effect for 30 days from informing Customer, i.e.

Service Provider's offer is binding for that time, which does not mean that they are to initiate or perform the work detailed in the offer during this binding period. The scheduling is determined jointly by Customer and Service Provider.

2.3. Customer submits their purchase order with their signature (authorised signature in specific cases) to Service Provider electronically or personally to any of the addresses for service of the contact person or Service Provider, as detailed in the Terms. Following the contract signing, if Service Provider does not give a different e-mail address ending with '@armadillo.hu' to Customer, then the info@armadillo.hu e-mail address specified in current Terms is valid between the parties.

2.4. The basic principle of signing the contract is that Customer proves their identity, address and headquarters, registration number, tax registration number, and to verify their legal representative, the authenticity of which Service Provider is not obliged to investigate. The credibility of the data recorded in the contract by Customer is Customer's responsibility.

2.5. The contract between Service Provider and Customer is considered valid, if

2.5.1. Customer determined the main requirements for form and content of the work to be done, and

2.5.2. Customer and Service Provider agreed on the service fee and its deadline, and

2.5.3. Customer filled out the purchase order (contract) with their personal or company data, or accepts in writing and acknowledges the offer sent to them

2.6. Based on the purchase order, Service Provider drafts a schedule - including the requests for content, form and schedule -, which, after mutual signing, becomes a part of the contract between the parties, and only after the mutual acceptance of the schedule can the actual work begin. Service Provider is not obliged to confirm whether the purchase order, the schedule or the contract was signed on behalf of Customer by an authorised person.

2.7. If none of the determined contracts between Service Provider and Customer regarding the specific project, as determined in the introduction of the Terms, take effect, then the legal relationship between the parties is determined by the specific purchase order and the respective Terms clauses, their content is authoritative.

Personal data handling

2.8. Service Provider protects and handles Customer's data based on GDPR (General Data Protection Regulation), the European Union's new Data Protection Act.

2.9. By signing the order form, Customer gives explicit and voluntary approval to Service Provider to know, copy, handle and process the data which belongs to Customer, acquired during performing the tasks detailed in current contract and in order to exercise the rights and fulfilling the responsibility of Customer and/or Service Provider. Customer warrants that during the data processing activities required to perform the given instructions by Customer they have all the necessary authorisations from third parties regarding data processing, which allow for the lawful data processing (data handling) activity of Service Provider.

2.10 By signing the order form, Customer also explicitly approves that Service Provider may give the data related to Customer to third parties in order to fulfil demands entitled to Service Provider.

2.11 Service Provider and Customer acknowledge that with regards to regulation related to recognizing general interest objectives, the contract and certain parts of it may be accessible in necessary extent to everyone, or to specific people after prior notice.

3. SERVICE CONTENT

Unless the individual contract otherwise specifies, in cases of 1.3.1. Corporate identity design, branding, 1.3.4. Creative concepts, graphic designs, activities and 1.3.5. Web development, programming, 1.3.11. Marketing communication services, the following apply:

With regards to regulations towards the content for further services provided by Service Provider not mentioned above, the detailed regulations are determined by the parties in related contracts by automatically applying everything in the current Terms, especially but not exclusively what is found in points 3.4., 3.9., 3.10., 3.14.-3.24.

3.1. Service Provider creates a conceptional plan based on principles, main uniqueness and properties (brief) determined by Customer, which are then presented to them. The conceptional plan includes the main elements, dominating colours and used fonts. Customer approves the plan they chose in person or in writing within 48 hours after the presentation. Then the plan's execution with final data and carrying out further graphic work commences.

In case of marketing communication services, Customer gives Service Provider the credentials to platforms detailed in the agreement, and they also agree on the aim and details of the service.

3.2. The conceptional (or layout) plan's goal is to showcase the communication solutions, the style and the essential elements of the design. The plan is drafted by Service Provider so that the choice for Customer is clear and simple. The offered options represent definitive concepts which clearly outline the final work after execution. The plans are exclusively the property of Service Provider. Service Provider shall modify the plans they created twice for free based on Customer's requests. Should none of the conceptional plans be accepted by Customer, it is possible to create a new or modified plan. Service Provider shall create further plans for a planning fee (25% of the conceptional planning fee). The conditions for this are making the briefing and ideas clearer. If the specified parameters change essentially by request of Customer, Service Provider informs the Customer of this and sends an additional offer.

3.3 The creation of graphic and layout plans, and the royalty for pictures, videos and music used in social media management is not included in the planning price. Royalty costs are to be settled by Customer, Service Provider shall additionally inform Customer of this and the amounts of royalties.

The process of execution

3.4. Service Provider takes the following into consideration while executing the work: the effective Hungarian legal regulations, the rules of good morals, the human dignity and reputation of others, that their work does not defame or violate the rights on creations, performances under copyright, industrial property rights or other legal protection, furthermore, it does not violate other exclusive protections, and denies Customer's request to do so both during planning and execution. Should Customer request anything in violation of legislation, of good morals, which endanger the lives and property of others, Service Provider may withdraw from fulfilling the contract and may demand remuneration for the damage caused in line with the regulations of Point 5.3. Service Provider does not have prior obligation to inform in such cases.

3.5. Customer selects the conceptional plan they like the most, which is then followed by the execution of the concrete solution (graphic development, printing preparations, development or other communication services).

3.6. Service Provider creates the website, the graphic stock, the PDF for printing execution based on Customer's approved plans or performs the communication service according to their approval. Service Provider may employ a subcontractor or other assistance in fulfilling the order if they deem to do so. Should Customer deviate from the previously approved plan during the execution phase, Service Provider shall inform Customer about this and send an additional offer. The deviation cannot affect the essential modifications of the already approved plans, only if the parties agreed in prior on them, their deadlines and the fees paid.

3.7. During the proofreading rounds, the final adjustments and proofreading of the executed plan are carried out. Customer now has the chance to request minor adjustments, mainly content changes, which do not violate the selected concept. Should the changes also affect the concept, then the regulations in Point 3.6. are in effect. Proofreading changes shall be submitted by Customer in one document in bulk, which shows

the faulty content and new materials with clear instructions. Lacking other regulations, the offered price includes 2 proofreading rounds, Customer shall note the mistakes they found in these 2 proofreading rounds. The cost of every other proofreading rounds is charged separately based on the actual hourly fees.

3.8. Service Provider gives complementary technical assistance in questions related to the ordered service both on phone and electronically within 3 months of execution.

Delays

3.9. Customer acknowledges that they also have increased cooperation and communication responsibilities during Service Provider's execution. As part of this, Customer shall include a contact person or employee who is authorised to make decisions and has the necessary expertise to answer Service Provider's questions promptly, provide other information and facts required by Service Provider and can immediately make clear decisions.

Customer's responsibilities are:

1. Appointing a dedicated contact person
2. Material submission in the agreed format
3. Making the necessary decisions
4. Approvals and further exact delegation
5. Providing every information necessary for progress and process closure

Customer explicitly acknowledges that if they do not fulfil any of the above mentioned responsibilities within 5 days of Service Provider's notification, then they shall settle the full amount in the offer, meaning the complete contract and project fees to Service Provider.

Customer accepts that the non-completion of or delays in fulfilling their responsibilities - besides maintaining Service Provider's other rights - also result in the modification of contractual deadlines.

Contract guarantees

3.10. As a guarantee of fulfilling the contract, Service Provider may require the payment of an advance. After the tasks were carried out according to the contract, the advance is included in the final contract and project fee. The advance amount - unless otherwise specified - is 50% of the contract fee. Should Service Provider deny delivery, cancel the order fulfilment due to reasons not included in current Terms' Point 5.4., then Customer shall get the advance back, for other reasons, the overhead paid acts as damages to Service Provider if Service Provider already started creating the plans. If Service Provider has not started creating the plans yet, they are entitled to 10% of the contract or project fee if the order gets cancelled. The conditions regarding the advance are presented in the offer (order) in advance by Service Provider.

Service Provider becomes entitled to issue an invoice for the advance on the day of the order taking effect, and payment terms for the prepayment invoice also start that day. Service Provider shall not start working on completing the contract until Customer settles the prepayment invoice in full. The deadlines in the order are automatically extended with the number of days the prepayment invoice was overdue before being settled by Customer

Delivery of websites or graphic final products

3.11. In case of websites, Service Provider informs Customer of completion and makes the test version accessible to Customer on the internet. Customer verifies that the test version can be published by their approval. In cases of graphic products, Service Provider informs Customer of completion, and provides a sample of the final product by sending it to the e-mail address provided by Customer.

The place of performance, unless it's electronic via e-mail or uploaded to an FTP server, and unless otherwise specified due to the special nature of the ordered service, is automatically Service Provider's site.

3.12. Customer shall accept the website, graphic or other product created according to their guidance, and pay the contract or project fee determined in the agreement.

3.13. The offer for the work ordered by Customer does not include the submission of source files. If Customer also requests the source files, they shall pay the fees equalling the contract or project fee for the specific work unless otherwise specified.

Copyright legislation

3.14. Service Provider - unless Customer specifies otherwise - may indicate authorship and their name on works they created, and also use them as reference without any limitation. Service Provider is entitled to the right to copy the website and is allowed to create a similar website as was delivered to Customer. Customer may exclude the website or graphic plans created by Service Provider being used as reference or deny the right to create another website or graphic plans similar to their unique, differentiating features. Customer must inform Service Provider about this in writing and explicitly during the signing of the contract.

Transferring ownership and regulating right to use

3.15. Works created by Service Provider or plans presented during any part of the work process are under copyright, the sole owner of copyrights is Service Provider. The right to use regarding property authorisation is only entitled to Customer once they have settled the full amount of the fee. By simply having access to the created property during execution, Customer has no rights to use them on their own. The right to use is not exclusive, may not be conveyed to third parties, and may not be transferred. The right to use, unless otherwise specified, is limited to the regions of Hungary and is indefinite. The delivery and fees of computer resources, drafts, plans - as these are owned by Service Provider and are not subject to the specific orders - are always subject to separate agreements.

Service Provider retains their ownership of the delivered material during completing the order until the full settlement of the fees. The right to use and other rights regulated in the orders are acquired by Customer by fully settling the contract or project fee. Taking the contents of right to use in this point, Customer acknowledges they are violating copyrights if they start utilising the created properties of Service Provider as part of this contract before fulfilling the payment requests posed on them.

Payment terms, delivery, inspections

3.16. Customer shall inspect and declare their approval within 3 working days of the works and samples (test version) being delivered. As part of this, point 3.19.'s provisions are authoritative. With this delivery, the quality inspection related to the looks also takes place, including inspecting everything that can be determined from the sample (test version). If Customer does not declare anything within the given time period, their non-response is taken as consent. This sample (test version) is taken as the subject of contract should any debate arise between Service Provider and Customer.

If Customer approves, Service Provider delivers the created works, website with every related access, password, instruction, and also delivers the finished graphic product. Customer may submit complaints about quality within 5 days of limitation period after delivery. If no complaints are submitted within this time period, delivery is deemed accepted as agreed.

3.17. In case of approval, Service Provider issues an invoice to Customer, which is then settled by Customer in cash or via wire transfer. Transfer shall take place with a payment term of 8 days unless specified otherwise.

3.18. Products manufactured by Service Provider are owned by Service Provider until the invoice is settled, Customer shall not form any rights for them in spite of delivery taking place beforehand. For intellectual property, the provisions of Points 3.14 and 3.15 are authoritative.

3.19. The manufactured or prepared product's quantitative inspection is done by Customer during delivery, and they shall immediately inform Service Provider of their complaints about quantities at the time of delivery. Should the delivered product's volume or quality prevent immediate delivery, then Customer shall perform it as soon as possible, damages due to delays is the responsibility of Customer exclusively.

3.20. The prepared plans and accepted, delivered work is archived by Service Provider for 2 years, but they are allowed to delete the archives and without notification following this archiving obligation.

3.21. The contract or project fee includes the ordered product's purchase price, the price of usage related to the task and the order, and also the fees and costs of other services provided during the completion of the order.

3.22. In case of delayed payments, Service Provider may independently:

- a) charge late payment interests equalling the double of the effective central bank base rate,
- b) may suspend the completion of this order or Customer's other orders in case of more than 8 days of delay in payment from the deadline determined by the payment terms,
- c) may immediately cancel the order and may withdraw from completing Customer's other orders in case of more than 15 days of delay in payment from the deadline determined by the payment terms,

3.23 Customer's delays in payment result in the extension of delivery deadlines.

3.24 In case of not settling the payment on time, all caused damages and costs of claims management are Customer's responsibility.

4. CONTRACTUAL AMENDMENTS

4.1. Service Provider is entitled to the one-sided amendment of current Terms with adherence to the 15-day-deadline indicated in paragraph 2. Service Provider publishes the Terms with the amendments included in a universal structure on their website.

4.2. If they wish to change the contract previously signed and mentioned in the introduction of the Terms, or if Customer makes an offer for requiring further services, then Customer fills out another order form and sends it or delivers it to Service Provider. Service Provider sends a confirmation - in case of acceptance - of the valid agreement of the modified contract. Amendment is only valid in writing.

4.3. Service Provider examines the amendment offer for the contract significantly on request of Customer and accepts further orders from them if Customer has no outstanding invoices of more than 15 days against Service Provider.

5. CONTRACT TERMINATION

5.1. According to the provision in the signed Terms between the parties, every contract is terminated following the contract's completion.

5.2. The contract between the parties may be terminated without completion in the following cases:

- 5.2.1. based on the mutual agreement of the parties involved,
- 5.2.2. Customer's withdrawal or cancellation,
- 5.2.3. Service Provider's withdrawal or cancellation.

5.3. If Customer wishes to pursue their general right to withdraw, they shall pay/compensate Service Provider for the performed work/occurring damages as follows:

5.3.1. If Customer pursues their right to withdraw after signing the order, during the initiation of work (Service Provider has not yet started creating the plans, but already made preparations), then they shall pay liquidated damages in the amount of 10% of the complete contract or project fee to Service Provider.

5.3.2. If Customer pursues their right to withdraw after this, during execution (plans have already started), then they shall pay liquidated damages in the amount of 50% of the complete contract or project fee to Service Provider.

5.3.3. If the task after proofreading rounds contains the adequate functions and design elements, but Customer deems them unsatisfactory based on their subjective perspective, since Service Provider has carried out most of the task, Customer shall pay 90% of the complete contract or project fee to Service Provider. Following this, the website or graphic product is handed over to Customer, in which case the contract will be terminated in the future.

5.3.4. If Customer does not take the website or graphic plans/products after carrying out the task/product, then 100% of the task's/product's complete contract or project fee shall be paid to Service Provider, considering Service Provider's fulfilment of the contract.

5.4. Service Provider has right to suspend service or cancel the contract immediately (or withdraw from it), if Customer shows any of the following forbidden conduct:

5.4.1. If they plan to place or display content of illegal pornographic nature, or violate industrial property rights, copyrights or others' reputation, dignity, or materials against good taste on the website or graphic plan/product to be created.

5.4.2. If Customer has payment delays of more than 15 days, not willing to settle their debts after being notified,

5.4.3. If Customer has ongoing bankruptcy or liquidation proceedings or determines voluntary liquidation.

5.4.4. If Customer acts in other severe violation of the contract.

5.4.5. If Customer does not decide on Service Provider's multiple requests, does not provide the necessary material, information or hinders Service Provider's work in any other way.

In case of Service Provider's immediate cancellation, Customer shall pay 100% of the complete contract or project fee to Service Provider. In case of extraordinary cancellation, Service Provider is not obliged to complete the orders. Service Provider may withdraw in writing from completing such orders without any legal consequences.

5.5. The cancellation or termination of the contract between the parties for any reason does not exempt the parties from fulfilling their outstanding obligations or settling debts.

5.6. The written notifications delivered via post shall be sent to the address indicated in the contract or order - order is authoritative in case of difference - by registered letter or by a package with acknowledgement of receipt. After the 3rd workday from submission, the postal package is considered delivered (informed), regardless of the package being returned by the post not contacting the recipient, their moving or for any other reasons, if delivery of information can be proved.

5.7 Customer shall provide any change of information in their data and any other changes relevant to the fulfilment of the contract to Service Provider within 15 days in writing.

6. MISCELLANEOUS PROVISIONS

6.1. Contracting parties cooperate in the completion of the contract effectively and tightly, while taking each other's interests into consideration.

6.2. Contracting parties are mutually obliged to notify and inform each other in relevant matters during the completion of the contract. In fulfilling such obligations, the written form is preferred if possible.

6.3. Contracting parties shall protect every information, data or other knowledge they received during the completion of the contract of the other Contracting Party that is considered a secret and take care that unauthorised third parties do not have access to them. This non-disclosure agreement remains in effect for the Contracting Parties even after contract termination.

6.4. Contracting parties shall respect the rights of the other Contracting Party during the completion of the contract that is under the protection of copyright, industrial property rights or Civ. Code legal protection. This is also relevant in cases where Service Provider is not indicated in products according to this contract.

6.5. Contracting parties agree that Customer's legal representative provides a joint and several guarantee for every payment obligation of Customer. Joint and several guarantee for contracts and orders detailed in the Terms' introduction comes into effect in writing by the signature of Customer or their representative.

6.6. In questions not specified in these Terms, the effective Hungarian legislation, especially the provisions of Act IV of 1959 On the Civil Code of the Republic of Hungary, are authoritative:

6.7. The current Terms are effective in Hungarian language. In case of legal debates between the parties, the Hungarian legislation's regulations are authoritative. In cases of legal debates under jurisdiction of the local court, Customer and Service Provider both appoint the Central District Court of Buda to be exclusively competent.

13 January 2020, Budapest