

Business Base Contract

VERSION: 1.0 | LATEST UPDATE: 2021.07.31.

The contract is subject to the Government Decree 1999 (II.5.) On distance contracts.

By submitting the Order, the Customer acknowledges that he or she has read, understood and accepts and complies with all its provisions of the Business Base Contract described here.

By submitting the Order, the Customer acknowledges that he or she has reached the age of 18.

In matters not specified in this contract, or in cases of dispute, the Civil Code. and the Pécs City Court has jurisdiction.

A private or legal person specified in the Order (hereinafter: **** Customer ****) has been established, on the other hand, Péter Ambrus EV (Headquarters: 7761 Kozármisleny, Pinty utca 12/A, Tax number: 66677659-1-22, Statistical number: 66677659620123102, Registration number : 37513086) as a contractor (hereinafter: **** Contractor ****) (hereinafter collectively: **** Parties **** or **** Contracting Parties ****), subject to the following subject and conditions:

Subject of the contract

The Customer and the Contractor shall establish an entrepreneurial relationship for an indefinite period from the entry into force of this contract, in the framework of which the Customer shall order the performance and services of the Individual Contracts from the Contractor, who undertakes to fulfill the order.

Individual contract

Each order agreed in electronic form qualifies as an Individual Contract, in which the Customer requests a price offer from the Contractor for a given work process and confirms and accepts the price offer in electronic form.

The Parties agree that in the case of a work process that requires special expertise and specification, the Parties shall agree and the Contractor shall send the specification to the Customer at the same time as the price offer, based on what the Customer has submitted.

The Individual Contract must include a detailed description of each task, pricing and deadlines.

Contact information

The Contracting Parties agree that their representatives entitled to take action in the context of this cooperation are:

- **** On behalf of the Customer: **** The contact person specified when ordering the Premium WordPress services and the CEO specified in the Customer's company register
- **** On behalf of the Contractor: **** Péter Ambrus (Phone: +36 70 209 3432 / Email: ugyfelszolgalat@premiumwp.hu, ugyfelszolgalat@surbma.hu)

The parties declare that their representatives indicated in this section are entitled to enter into this contract and to make the legal declarations necessary for the performance of this contract.

If this Agreement requires or permits any notification, communication from one Party to the other Party, it shall be sent electronically and shall be deemed to have been duly sent if sent to the recipient's email address, unless either Party notifies the other Party of the changed email address, with the restriction that the communication shall be deemed to have been duly sent only if no error message is received within 48 hours of the email being sent.

In the event of their legal disputes arising from this contract and not settled by out-of-court settlement, the Parties shall conclude the Pécs City Court, depending on the value of the lawsuit and the subject matter of the lawsuit.

Contractor Duties and General Fees

Contractor undertakes to perform the services included in the Individual Contracts.

In the event of the need to perform work not regulated in the Individual Contracts or going beyond the tasks, the Contractor is entitled to invoice the extra tasks to the Customer, calculating the current hourly rates. This price applies to all working hours started.

Hourly rates valid at the time of concluding the contract:

Premium WordPress Subscribers:

- **Programming:** 10.000 Ft
- **Administrative tasks:** 10.000 Ft
- **Content management:** 5.000 Ft
- **Education, consultation:** 10.000 Ft

For casual customers:

- **Programming:** 16.000 Ft
- **Administrative tasks:** 16.000 Ft
- **Content management:** 16.000 Ft
- **Education, consultation:** 16.000 Ft

Prices are tax-free and are therefore VAT-free.

The Contractor undertakes to perform the tasks within the working day specified in the Individual Contracts after the entry into force of this contract and the delivery of the final raw materials. Upon receipt of the raw materials, the Parties shall, upon request, record the contents, which shall henceforth be considered final. The deadline may be changed due to the need for continuous coordination of the work, which is mutually agreed by the Parties during the work process.

The Contractor shall continuously inform the Customer in writing of the work in progress in electronic form (if necessary by mailing list) during the development period. The Customer is obliged to communicate its related remarks and repair needs to the Contractor in electronic form within five working days during the

development period. Any comments must be taken into account in accordance with the Contractor's capabilities and the pre-agreed basic concept on which this contract is based. If the reply is not received within five working days, the business deadline will be extended by the number of days of delay. The Contractor shall accept instructions for performance from the Customer only from the person specified in the contract or with the certificate of the person specified therein. If the Customer is 30 working days late with his answer, the Contractor is entitled to invoice the work completed so far.

The Customer may claim a penalty in case of late performance of the Contractor, the rate of which is 2% of the Business Fee per day. The amount of the penalty may not exceed 50% of the Entrepreneurship Fee. If it reaches it, the Customer is entitled to withdraw from this contract without proving the loss of interest, in which case the Contractor may not claim remuneration. Otherwise, consultation between the two parties is required.

Pursuant to this contract, the Contractor grants the Customer a full, exclusive right to use the source code, software and other materials used by him - in case of payment of the fee - without any time or space restrictions. The source codes created during the individual programming are the property of the Customer, they can be used freely and unrestrictedly by the Customer after the financial performance.

Contractor warrants that the source code and other media files used by it are lawful at the time of transfer, their use does not infringe copyright, and any third party does not have any rights with respect to any rights acquired by Contractor under this Agreement. would lawfully exclude or limit the lawful use of the intellectual property under the contract or the Customer's related rights under this contract.

Method of performance

The Contractor shall ensure the continuous monitoring of the development for the Customer during the development. Each subtask is considered completed in case of an intermediate acceptance or approval response sent by the Customer (even in electronic form).

Invoicing and Payment terms and conditions

- **Payment deadline:** 8 days
- **Payment method:** bank transfer, PayPal or credit card payment

The Contractor shall issue the invoices electronically in accordance with legal requirements. By placing the order, the Customer consents to the Contractor issuing an electronic invoice.

In case of demanded payment, the Customer is obliged to pay default interest. The amount of default interest after the amount of the outstanding debt is specified in the Civil Code. the amount calculated for the days of delay, based on a 360-day year, at the annual interest rate determined in accordance with

Entrepreneur CXLVII of 2012 on the itemized tax of small tax enterprises and the small business tax. (Kattv.).

Entrepreneur is a tax-exempt entrepreneur, so the invoices are issued without VAT in all cases.

Payment schedule

The Contractor shall invoice the work performed in a lump sum in accordance with the Payment Terms after the Customer's confirmation of performance. The amount of the invoice may not exceed the amount due to the Contractor based on the time spent in the Contractor's price offer, unless for reasons arising within the Client's interest it was not possible to perform the given service within the time specified by the Contractor.

The payment schedule specified in this section may be overridden for individual tasks specified in the Individual Contract or even for the entire assignment. If the Individual Contract contains a payment schedule, the schedule specified there shall prevail.

Services provided by the Customer

- Central contact: continuous personal / telephone / electronic contact on request by the persons indicated in this contract
- Regular feedback on plans, interim approvals
- Transfer of materials (texts, logos, graphics, etc.)

The Customer agrees that the materials provided by it do not infringe the copyright or any other rights or legitimate interests of third parties, and undertakes to stand against the Contractor for such claims of third parties.

With respect to the Website and the interactive and online services to be created as a result of this Agreement, Customer is a content provider under applicable copyright and other applicable laws, and Customer is responsible for any third party claims related to the Website and online service.

The Contractor acknowledges that the products delivered by him do not infringe the rights of third parties and there are no circumstances that would jeopardize or prevent the Customer from obtaining the licenses for use under this contract.

Confidentiality and restriction of competition

The Parties agree that all information obtained by either Party in the course of the performance of this Agreement or the Individual Agreements concluded under this Agreement, as well as data relating to its customers, shall be covered by professional secrecy.

Materials, data, documents provided, as well as know-how, ideas or other copyrighted information, etc., in any form and by any party may not be used outside the scope of this contract, handled in a way that harms or endangers anybody's interests, or disclosed to third parties in any form.

The parties declare that they accept a legal guarantee for the intellectual property they produce. Both Parties are obliged to enter into contracts for intellectual property created by their contributors, employees and agents, which ensure the enforcement of the above contractual terms. Contractor warrants that he has the necessary property rights.

The provisions of this clause shall remain in force until the expiration of the term of protection, regardless of the termination of the contract.

The parties are obliged to return the documents, programs and information materials used during the work to each other immediately and in full after the termination of the contract. The consequences of the obligation of confidentiality or the breach thereof shall be borne by the Parties without any time limit until the secret or its subject matter is lawfully disclosed in Hungary. The parties acknowledge that oral communication of a fact or data to an unauthorized third party also constitutes disclosure.

The Parties undertake to enforce their obligations under this Agreement, in particular the requirements of confidentiality, with respect to their employees, agents and experts involved in the performance of this Agreement, with due regard to the dates specified in this Agreement. The declarations ensuring this are obtained by the Parties, the responsibility for this lies with the employer or the ordering Party.

The parties undertake to keep the terms of the contract confidential and also undertake not to disclose or disclose to any unauthorized third party or otherwise use or allow to use any of the business secrets or confidential information obtained in connection with the subject matter of this Agreement which relate to the business or financial situation of either Contracting Party.

The Parties shall compensate each other for pecuniary and non-pecuniary damage caused by a possible breach of the obligation of professional secrecy specified in this clause. The Parties acknowledge that they are liable under this Agreement and the Civil Code for any damage caused to the other Party by them or by persons employed by them and employed by them.

Legal consequences of termination of the contract

The parties shall settle financially with each other within 15 working days of the termination.

If the contract is terminated by immediate termination as a result of a serious breach of contract, the defaulting party shall, in the absence of appropriate justification and remedy, indemnify the other party for the damages resulting from the termination of the contract.

The Customer's failure to meet the payment deadlines twice, for at least 20 days, and to exceed the scope of the right of use shall be considered a serious breach of contract.

A defect that has not been remedied on a permanent basis shall be considered a serious breach of contract by the Contractor.

In the event of a serious breach of contract, the terminating party shall, before giving notice of termination, require the other party in writing to restore or fulfill the contractual situation. Extraordinary termination shall be valid only after failure to comply with a reasonable time limit specified in the notice.

In the case of ordinary termination, the notice period is 14 days, subject to the payment of a pro rata fee. In the event of extraordinary termination, the party in breach of contract assumes liability for damages, the maximum amount of which is the total contractual amount.

This contract enters into force on the day of placing the Order. After reading and interpreting, the Customer accepts the contract as identical to his will by submitting the Order. In matters not regulated here, the Civil Code. its provisions shall apply. Except in the case of succession, the parties may assign their rights under this contract only with the prior written consent of the other party.