

## MARKETING AFFILIATE AGREEMENT

### GENERAL TERMS

These General Terms to the Marketing Affiliate Agreement, including its **Annex 1.** (“GTC”) together with the specific terms recorded into the Affiliate System in relation to the Affiliate Partner (“**Specific Terms**”), each as amended from time to time in accordance with the terms therein, constitute the entire agreement concerning their cooperation in marketing activities as determined herein (“**Agreement**”) between Szallas.hu Zrt., an operator of online platforms promoting accommodation and touristic services worldwide, and the Affiliate Partner.

#### 1. REGISTRATION

- 1.1 Szallas.hu Zrt. maintains and operates a software and database system (“**Affiliate System**”), which records the data of each Affiliate Partner and the Bookings made via the Affiliate Sites and the actually travelled and paid by the customer.
- 1.2 The Agreement enters into force between the Parties once the Affiliate Partner registers its data in the Affiliate System and, in the course of the registration, accepts these GTC. Szallas.hu Zrt. provides the Affiliate Partner with online access to the Affiliate System.
- 1.3 The Agreement is concluded for an indefinite term.

#### 2. DEFINITIONS

Affiliate Partner	means the partner with whom Szallas.hu Zrt. registered in the Affiliate System.
Affiliate Sites	mean the websites operated by the Affiliate Partner.
Affiliate System	means the online registration and monitoring system maintained by Szallas.hu Zrt. for recording the information and data required for operating the marketing cooperation regulated herein.
Affiliate Visitor	means a customer visiting Szallas.hu Zrt.’s website via an Affiliate Site.
Agreement	means these GTC together with the Specific Terms.
Booking	means a reservation made on Szallas.hu Zrt.’s website by an Affiliate Visitor.
Civil Code	means Hungarian Act V of 2013 on the civil code.
Cookie	means the data recorded by the Affiliate System on Affiliate Visitors.
Cookie Life	means the predetermined period until which the Cookie is stored and may be used for calculating the relevant commission.
Commission Rate	means the percentage constituting the basis of the commission calculation.
GTC	means these General Terms to the Marketing Affiliate Agreement.
Marketing Materials	mean all marketing material, including logos, banners, texts and photos, plug-ins, codes, databases, and other advertisement elements developed

	by or for Szallas.hu Zrt. which it deems appropriate to promote its online platform and the content thereon.
Parties (or individually the Party)	mean Szallas.hu Zrt. and the Affiliate Partner.
Specific Terms	means the specific terms agreed by the Parties and recorded into the Affiliate System by the relevant Party.
Szallas.hu Zrt.	means Szallas.hu Zrt. (registered seat: HU-3525 Miskolc, Régiposta utca 9.; trade registry number: 05-10-000622),

### **3. AFFILIATE SITES**

- 3.1 The Affiliate Partner operates the Affiliate Sites.
- 3.2 The Affiliate Partner represents and warrants to Szallas.hu Zrt that it has appropriate rights, authorization, and entitlement to the Affiliate Sites and to utilize those in accordance with the terms herein.
- 3.3 The Affiliate Partner is responsible to keep, use and maintain the Affiliate Site in accordance with the prevailing laws and regulations, including data protection regulations on its own cost and expense.
- 3.4 The Affiliate Partner shall have all liability and shall indemnify Szallas.hu Zrt. for any damages, cost, and expenses which Szallas.hu Zrt. may incur in connection with the unlawful use by the Affiliate Partner of the Affiliate Sites.

### **4. MARKETING MATERIALS**

- 4.1 Szallas.hu Zrt. has developed and / or owns the Marketing Materials. Szallas.hu Zrt. represents and warrants that it has all right, authorization and license to use the Marketing Materials as indicated herein.
- 4.2 Szallas.hu Zrt. owns to the fullest extent possible under applicable laws any and all intellectual property rights relating to the Marketing Materials.

### **5. MARKETING COOPERATION**

- 5.1 The Affiliate Partner undertakes to publish and keep published the Marketing Materials on the Affiliate Sites, in accordance with all instructions of Szallas.hu Zrt., immediately but no later than within 15 (fifteen) days after the Marketing Material is made available to the Affiliate Partner until the termination of the Agreement.
- 5.2 Szallas.hu Zrt. provides the Marketing Materials to the Affiliate Partner via the Affiliate System and by email.
- 5.3 Szallas.hu Zrt. grants limited scope license to the Affiliate Partner over the Marketing Material solely for the purpose indicated in this GTC. The Affiliate Partner is not entitled to use the Marketing Materials for any other purposes or to grant access or sub-license to any third party over the Marketing Materials. The Affiliate Partner is not entitled to alter, modify, translate or to change in any way the Marketing Materials.

- 5.4 The Affiliate Partner undertakes to comply with any technical or design requirements made by Szallas.hu Zrt. in connection with the publication or removal of the Marketing Materials.
- 5.5 The Affiliate Partner is not entitled to harm or attack any websites operated or owned by Szallas.hu Zrt.
- 5.6 The Affiliate Partner shall have all liability and shall indemnify Szallas.hu Zrt. for any damages, cost, and expenses which Szallas.hu Zrt. may incur in connection with the misuse by the Affiliate Partner of the Marketing Materials, of the breach by the Affiliate Partner of the Agreement.

## **6. COMMISSION AND PAYMENT TERMS**

- 6.1 The Affiliate Partner is entitled to a net commission which is calculated as a predetermined percentage (“**Commission Rate**”) of the gross value of the Booking made within a predetermined period (“**Cookie Life**”) by visitors coming from an Affiliate Site and actually paid.
- 6.2 The Affiliate Systems stores for the relevant Cookie Life the data of visitors (“**Cookie**”) coming from an Affiliate Site to Szallas.hu Zrt.’s website (“**Affiliate Visitor**”). Accordingly, should the Affiliate Visitor return directly to Szallas.hu Zrt.’s website within relevant Cookie Life, the Affiliate Partner is still entitled to receive the commission for a Booking made by the Affiliate Visitor at an accommodation viewed by the Affiliate Visitor via the Affiliate Site and actually paid.
- 6.3 The relevant Commission Rate and Cookie Life levels are indicated in **Annex 1**.
- 6.4 The commission constitutes all consideration due to the Affiliate Partner under the Agreement; and the Affiliate Partner is not entitled to claim any further compensation for cost or expenses incurred by the Affiliate Partner under the Agreement.
- 6.5 The monthly commission is calculated on the basis of the data registered by the Affiliate System. Szallas.hu Zrt. sends the performance certificate on the commission for the latest month by email to the email address recorded by the Affiliate Partner in the Affiliate System by the 10<sup>th</sup> day of the subsequent month.
- 6.6 The Affiliate Partner shall submit to Szallas.hu Zrt. its invoice based on the performance certificate within 10 days from receiving the performance certificate, first of all by electronic invoice to [invoice@szallas.hu](mailto:invoice@szallas.hu) or in case of paper invoice to 3525 Miskolc, Régiposta utca 9. Invoices are paid by Szallas.hu Zrt. within 30 days from the receipt of the invoice.
- 6.7 In case of late payment, Szallas.hu Zrt. shall pay late payment interest in accordance with Section 6:48 of the Civil Code.

## **7. AMENDMENTS**

- 7.1 Szallas.hu Zrt. is entitled to unilaterally amend these GTC, including **Annex 1** at any time in its own discretion by sending notification via email registered in the Affiliate System to the Affiliate Partner at least 20 days prior to the amendment’s coming into force.
- 7.2 Should the Affiliate Partner not consent to the amendment, it is entitled to utilize its termination right in point 8.1. If the Affiliate Partner does not terminate the Agreement, the amendment is deemed accepted by the Affiliate Partner.

## **8. TERMINATION**

- 8.1 Any of the Parties may terminate the Agreement with 15 days prior notice.
- 8.2 Any of the Parties may terminate the Agreement with immediate effect in case of serious breach by the other Party of the Agreement, including:
- a) breach by the Affiliate Partner of any of point 3.3, 5.4 or 5.5;
  - b) any action or omission by the Affiliate Partner, which Szallas.hu Zrt. deems, in its sole discretion, as a violation of its reputation and / or public image and/ or good standing.
  - c) failure by Szallas.hu Zrt. of its commission payment obligation, if not remedied within 15 days from the receipt by email of a notification from the Affiliate Partner in this regard.
- 8.3 Should the Agreement be terminated, then, as of the effective date of the termination, the Affiliate Partner:
- a) shall have no access to the Affiliate System anymore;
  - b) shall not be entitled to receive any commission for Bookings made after the effective date of the termination;
  - c) will not be entitled anymore to utilize Marketing Materials for any purposes whatsoever, and the Affiliate Partner must remove any electronic or printed out copy of the any Marketing Material from all of its Affiliate Site, from its data bases and from any of its systems.
- 8.4 Point 3.4, 5.6 and 8.3 shall survive the termination of the Agreement. Section 6 shall survive the termination of the Agreement up until all commission due to the Affiliate Partner is paid.

## **9. MISCELLANEOUS**

- 9.1 The Agreement is construed and shall be interpreted in accordance with Hungarian law, except for its conflict of laws rules, which do not apply to it.
- 9.2 The Parties agree to derogate from and omit Sections 6:82-6:84 of the Civil Code and Sections 5 (2) and 6 (1)-(2) of Act CVIII of 2001 on E-commerce Services and Information Society Services ("E-commerce Act") in line with Section 6:85 (2) of the Civil Code and Sections 5 (3) and 6 (4) of the E-commerce Act.
- 9.3 The Parties must try to reconcile amicably any dispute arising out of or in connection with the Agreement. Should no such efforts lead to agreement within 30 days, the Miskolc City Court (Miskolci Járásbíróság) or, depending on the relevant competence rules, the Miskolc County Court (Miskolci Törvényszék) shall have exclusive jurisdiction to resolve the dispute.

## Annex 1 – Commission Calculation Methodology

The amount of the commission to be paid is inserted striped, and the amount depends on the actually achieved (traveled) booking number and the age of the provided cookies for the trustee.

The actual achieved (traveled) reservation number of the given year is estimated by Szallas.hu Zrt. in advance for the trustee based on the received data for the monthly account.

In the last monthly account of the year - if it is necessary - on the basis of the given actually achieved (traveled) reservation number, the Szallas.hu Zrt. pays the trustee additional compensation.

Booking (traveled) number of the given year	Percentage of the commission		
	In case of 7 days long lifetime of the cookie	In case of 14 days long lifetime of the cookie	In case of 21 days long lifetime of the cookie
200	5,0%	4,0%	3,0%
500	5,5%	4,5%	3,5%
1 000	6,0%	5,0%	4,0%
2 000	6,5%	5,5%	4,5%
3 000	7,0%	6,0%	5,0%
4 000	7,5%	6,5%	5,5%
5 000	8,0%	7,0%	6,0%