

## I. Definitions

1. The definitions set out in Clause I (Definitions) shall apply to these General Business Terms and Conditions. Unless otherwise defined hereunder, the expressions in capital letters shall have the meaning given to them in this Clause.
2. **Seller/ Supplier:** Gremon Systems Zrt. (H-6764 – Balástya, Móra u. 59., Hungary; company registration number: 06-10-000460; EU tax number: HU24780593).
3. **Buyer:** shall mean persons who accept the General Business Terms and Conditions by their signature and receive the confirmation of their orders.
4. **Authorized Users:** shall mean Buyer's employees, agents and independent contractors whom have been authorized by Buyer to avail of the Service and use the Documentation exclusively for Buyer's internal business purposes.
5. **System:** shall mean the totality of all assets, one or more client applications, data recording, storing, analysing and integrating tools, terminals, servers, appliances required for wired or wire-free data transmission (antenna, switch, router, etc.), supplementary materials, software applications, server-side software applications and other software required for the use of the foregoing, as well as, telemetry systems, which constitute parts of Seller's products or services.
6. **Assets:** shall mean all technical appliances (terminals, other computers, data transmission devices, etc.), which constitute parts of Seller's products or services or are attached thereto.
7. **Materials:** shall mean all necessary materials (wires, cables, connectors, accessories required for fixing, etc.), which constitute parts of SELLER's products or services or are attached thereto.
8. **Documentation:** Shall mean the Instructions of Use or other documentation, which are made available by Seller to Buyer in connection with the provision of the Service and the sale of the Product.
9. **Effective Date:** shall mean the date when the order is accepted by Seller. The order shall be deemed accepted on the date when the order signed by Buyer has been received by Seller and the amount paid in advance by Buyer has been credited to Seller's bank account.
10. **Intellectual Property Rights:** shall mean the rights attached to intellectual properties or similar rights (e.g. patent rights, trademarks, registered design rights, copyrights, know-how related rights, as well as, use and exploitation rights) regardless of whether they are registered or not, also including Processed Information.

11. **Regular Working Hours:** Shall mean the period between 8:00 AM and 6:00 PM (Hungarian time) on each working day.
12. **Personal Data:** shall mean all information relating to an identified or identifiable person (the data subject); the identifiable person shall mean a person who may be identified directly or indirectly, by reference in particular to his or her identifier or one or more factors concerning the person's physical, physiological, intellectual, economic, cultural or social identity.
13. **Buyer's Data:** shall mean the data manually provided for the purpose of using the Service or to promote its use by Buyer (such as positioning, data of plant species, growing medium) and which were given by Buyer, the Authorized Users on behalf of Buyer or Seller.
14. **Privacy Notice:** shall mean the policy provided in Schedule no. 3 and concerning the processing of Buyers' and Authorized Users' personal data.
15. **Business Use:** shall mean the business activities carried out in the course of business (commerce, business, artisanal activity, liberal professions).
16. **Consumer:** shall mean a natural person not acting within the framework of a business activity (commerce, business, artisanal activity, liberal professions).
17. **Processed Information:** shall mean any data or content resulting from, generated by or created in the course of use of the Services or Products, also including any data or measurement result generated or processed by the Software based on Buyer's Data.
18. **Products:** shall mean the a Trutina™ System, which collects data by using plant weighing sensors and its loading cells. The Gremon WF™ System, which collects data characterizing the work processes and anomalies by way of special remote terminals or mobile devices.
19. **Services:** shall mean the subscription services supplied by Seller to Buyer.
20. **Service Information:** shall mean visual diagram data, calculated data and trend data generated from the Processed Data and, which are made available by Seller to Buyer - at Seller's own discretion - depending on whether Buyer purchases a subscription for the Services or acquires the right to access the Services by purchasing the System.
21. **Software:** shall mean an online software application, which may also contain the related software items, media, printed materials or electronic documentation to which access is provided by Seller as part of the Services.
22. **Subscription Fees:** shall mean the fees set out in Schedule no. 2, which shall be paid by Buyer to Seller in consideration for the Subscription.
23. **Subscription:** shall mean the subscription purchased by Buyer and ensuring access for Buyer (and the Authorized Users on behalf of Buyer) in order to be able to use the Service information with the Software in accordance with these General

Business Terms and Conditions. The Subscription shall contain the Basic Services in accordance with the description included in Schedule no. 1 and it may contain the Premium Services, as well as the Perpetual Services or other services depending on the subscription method chosen by Buyer.

24. **Third Party:** shall mean any party other than Buyer, the Authorized Users of such party and Seller.

## II. Definitions

1. The provisions contained herein shall affect all agreements concluded by Gremon Systems Zrt. as seller (hereinafter referred to as the Seller) and the buyer (hereinafter referred to as the Buyer) for order-based supply. Seller shall not be obliged to assess the extent of the representation right of the person authorized to represent the Buyer and bearing the company' seal. The statements made by such person shall be binding upon Buyer and Seller in all circumstances.
2. Seller's offer shall be only for informational purposes and it will become binding only upon confirmation of the order. Buyer shall not withdraw from the agreement following the confirmation of the order.
3. Buyer acknowledges that Seller distributes systems developed and manufactured on its own or by third parties. The software distributed by Seller is lawful; no persons have any valid rights attached to such software, which would hinder or restrict its use by Buyer.
4. At Buyer's request and after having got familiar with Buyer's site, Seller shall prepare and individual offer - based on the parties' agreement - (parties shall agree on the costs relating to the preparation of the offer and the cost-bearer separately), including the following items:
  - a. number of assets required for the optimal operation of the system as suggested by Seller,
  - b. the optimal position for such assets as suggested by Seller,
  - c. further technical requirements for the operation of the system (e.g. wired or wireless Internet network, etc.),
  - d. information concerning the creation of the technical conditions necessary for the functioning and operation,
  - e. All other information as requested by Buyer and all other information as suggested by Seller.
5. The operation of devices distributed by Seller shall be conditional upon the followings:
  - a. Prior to commencing the assembly of the System, Buyer shall provide for the preparations specified in the offer.
    - i. Barrier-free assembly area.
    - ii. Accessibility of other devices and materials (not constituting parts of the System) at the place of assembly.
    - iii. Availability (220 V) of mains voltage.
    - iv. ...

- b. the devices function with the traditional (220 V) mains supply, therefore sockets for the installation of the devices shall be available at the pre-selected places,
- c. Buyer shall name the contact person who is responsible in business process related matters as key user,
- d. Buyer shall name the contact person who is responsible in IT and technology related matters as system administrator,
- e. Buyer shall inform Seller if the key user and/or the system administrator has been changed,
- f. Buyer shall arrange a venue where Seller may provide the persons appointed for the use of the system (key users and final users) at the time set by Buyer,
- g. Buyer shall ensure Internet access for the creation of remote connection at its own cost to allow for Seller the performance of system settings and any repairs.

### **III. Liability**

1. The Software is protected by copyrights and the international agreements on copyright, as well as, other laws on copyrights. By purchasing the Software, Buyer acquires the right of use instead of the ownership of the intellectual product. The Software and all titles to any and all of its copies - including, but not limited to copyrights - shall be proprietary to Seller. Seller reserves all rights other than those expressly assigned by it hereunder. Buyer shall be entitled to use the Software distributed by Gremon Systems Zrt. only internally and for business purposes. According to this agreement, Buyer shall have a non-transferable and non-exclusive right to install and use the software. Buyer shall not transfer the license acquired by it to any third person. Buyer shall not grant any further license for the Software and Hardware Assets in favour of any third person, it shall not license, rent, lease out or deliver such Software and Hardware Assets to any third person either free of charge or in consideration for any kind of compensation, and it shall not use them in order to secure or guarantee any of its liabilities towards third persons. Buyer shall not and shall not be entitled to acquire the ownership of the Software, but it may acquire the right of use of such Software. The product key allowing for the use of the Software is unique and identifies both the Software user and the Software wished to be used. The product key shall be considered as a part of the Software and may not be transferred to any third party under any title. Modification of the data files used by Software with external tools, bypassing such Software or the analysis of their structure is prohibited unless authorized in writing by Seller.
2. Seller shall be responsible for the technical and technological purchase, manufacturing, preparation and shipment of the Assets required for the operation of the System, as well as, their fixing and commissioning at the selected place and the setting of the Software ensuring the operation of the Assets. Seller shall support the commissioning of the Software (parties shall agree on the related costs and the cost-bearer separately) through training of the users and onsite supervision during the introduction.
3. Seller shall not be liable for the following circumstances:
  - a. damage due to force majeure such as disease, accidents, war, strikes, threats of war, fire, water, frost and storm damage, power supply shortages either at

- Seller's plant or on a third person's premises as Seller,
- b. generally, all circumstances arisen due to reason(s) falling outside Seller's control where the performance of the agreement cannot be required anymore,
  - c. and all damage occurred after receipt of the delivery of the good quality goods.
  - d. Defects arising from the functioning of the Internet service supplied by a 3rd party responsible for system communication.
4. Furthermore, Seller shall not be liable for indirect or direct damage incurred by Buyer and resulting from the use of the Software, including but not limited to business loss, data loss, tax penalty or other liabilities towards the authority, lost profits, loss resulting from the hindrance of the business activity, data destruction or data becoming unusable.
5. Software use. License rights acquired by Buyer:
- a. By receiving and using the System, Buyer acquires a non-exclusive, geographically unlimited, non-transferable license for the use of the Software from Seller.
  - b. Seller shall provide Buyer with such license until the deletion of the Software or the termination of Buyer's access to Gremon Service for any reason (including, but not limited to the deletion of registration). Upon removal of the Software from the hardware or the termination of the right to access Gremon Service for any reason, the license also ceases.
  - c. The license shall be for the extent necessary for the intended use of the Software (including in particular the absolutely necessary reproduction during installation and use).
  - d. The license shall not cover in particular the distribution or adaptation of the application (including, but not limited to translation) and the reproduction of the copies of the application on a material carrier, their decompiling, analysis or reverse engineering.
  - e. The Software may only be used in compliance with the provisions of laws applicable to such use, including all restrictions under the copyright law and the laws applicable to other intellectual properties without exceptions.
6. Buyer acknowledges that the Software is "as is" and "as available", therefore, Buyer may only use such Software at his own risk.
7. Seller does not assume any liability, except for liability for damage cause willfully, grossly negligently or by committing any crime and for any breaches of the agreement to the detriment of life, physical integrity or health. To the extent permitted by the applicable laws, Seller shall not be liable for any loss of revenues or profits, lost sales opportunities, data loss, costs incurred through the purchase of substitute products or services, damage to property, loss of business turnover, loss of business information, or any special, direct, indirect, ad hoc, economic, collateral or consequential damage, regardless of how damage is caused or whether such damage arises from contract, negligence or any other facts giving rise to liability, provided that these occurred due to the usability or unusability of the Software and even if Seller has been notified in advance of potential damage. Furthermore, Seller does not assume liability for any damage incurred as a consequence of the correct or incorrect use of the Software or due to force majeure. Seller does not assume liability for the termination of Buyer's access to the Service and the damage arisen

therefrom.

8. Seller does not warrant that:
  - a. the Software satisfies Buyer's special needs,
  - b. the Software meets users' expectations.

#### **IV. Remuneration, Delivery and Payment Terms**

1. Seller determines the purchase price based on its price list applicable from time to time and made available at Seller's website. Such price shall include the applicable discounts, as well as, the value-added tax.
2. If no agreement was reached by Buyer and Seller in connection with the shipment of the Assets and Materials, Seller shall be entitled to make performance in the manner considered to be the most appropriate by it. Seller shall set the shipment deadline in agreement with Buyer and include such deadline in the confirmation of the order. If the shipment deadline has been agreed, Seller shall do everything in order to meet such deadline where possible. If Seller is unable to make the shipment for the relevant period, it shall notify Buyer thereof in advance. In such case, Seller shall determine the shipment deadline again, after consultation with Buyer. This excludes any potential delivery in undue time. The date of delivery shall be specified in weeks. Delivery is performed based on DDU (i.e. Delivered Duty Unpaid).
3. If the performance of the agreement has not been started, Buyer shall pay penalties corresponding to 50% of the purchase price upon withdrawal. Such penalty covers the total costs incurred by Seller during the preparations.
4. Seller shall be responsible for preparation of the Assets for shipment and the packaging thereof. Documents accompanying the shipment are as follows:
  - a. instructions of use
  - b. assembly instructions
5. Each product is furnished with the documentation necessary for distribution. Such documents may be downloaded electronically from Seller's website.
  - a. CE Quality Certificate
6. The purchase price shall be paid in cash or by way of bank transfer based on the confirmation of the order, in accordance with the individual payment agreements. Payment shall be made in the currency of the invoice. Each party shall bear the bank charges incurred by it in connection with the payment.
7. Simultaneously with the ordering of the Systems, Buyer shall pay 30% of the product price as advance for Seller. Seller will not commence the production/shipment of the product ordered until the advance payment has been credited to Seller's account. Buyer may withdraw from the agreement through non-payment of the advance amount. Buyer shall not terminate the agreement. The remaining instalment of the purchase price shall be settled upon receipt of the System or a separate agreement on the payment of such purchase price may be made by the parties.

8. In case of late payment, in addition to the overdue amount, Buyer shall pay default interest to Seller in the annual amount corresponding to twice the default interest set out in the Civil Code. Seller reserves the right to perform any additional shipment of goods only against the receipt of cash or anticipated payment in case of repeated payment delay or payment delay exceeding 30 days. By executing this agreement, Buyer acknowledges that it shall not be entitled to refuse the payment of the purchase price despite any kind of complaint in connection with the goods delivered to it and that it shall have no right to set any counterclaim notified by it off against the purchase price payable or to postpone the disbursement of the total price.
9. Unless otherwise agreed, each price shall be net of VAT, shipment, packaging and wrapping costs, import duties and other taxes, as well as, the costs of loading, unloading and insurance, at the Seller's site and such costs shall be paid by Buyer except where Seller expressly undertook the payment of such costs.
10. Seller reserves its ownership of the System until full payment of the invoiced purchase price of the System delivered. Upon lapse of the payment deadline, Buyer shall pay € 20 as rental fee.
11. The System shall be deemed quantitatively and qualitatively delivered and received according to the data set out in the Bill of lading/Delivery and Acceptance Protocol and the invoice. After that - without any related records of the Bill of Lading/Delivery and Acceptance Protocol -, Buyer shall not be entitled to subsequent complaint or inspection in connection with any deficiencies or damage, which may be established even without opening the packaging. Buyer shall examine the goods delivered. Buyer may validly announce in writing any warranty claims with reference to not hidden damage - which may be clearly established upon examination - within 72 hours from the delivery and receipt of the delivery and acceptance of the goods, or within 7 days in case of hidden defect.

Hidden defects shall be considered all defects of the System, which cannot be established upon installation of the System despite thorough examination. Complaints shall be notified in writing, including the data suitable for identifying the goods, the precise description and extent of the defect, the circumstances in which such defect was discovered - also including supporting photo and/or video records - together with documentary evidence (i.e. attaching the records taken in the presence of the carrier or of a neutral quality inspection body in case of hidden defect.

Until settlement of the complaint, Buyer shall not be entitled to use/sell the goods and it shall allow for Seller or Seller's representative to view, inspect or make inspect the System complained. Within 15 days from receipt of the above complaint, Seller - after having ascertained the rightness of such complaint- shall make a proposal for the settlement of the complaint by way of application of a discount or product replacement depending on the type and extent of the defect. In case of replacement, Buyer shall return the System or any part thereof complained to Seller simultaneously with the receipt of the Replacement System or the replacement part thereof.

## V. Repair and Replacement

1. Without prejudice to the above, Seller undertakes to examine the defect within 3 business days from notification of such defect by Buyer in the 1 year following the installation of the Product. If the defect is caused by software bug, Seller shall remove such bug within 10 business days from notification. If the defect is caused by other defects of the Product, Seller shall repair the Product free of charge after such Product has been returned to the address indicated by Seller and at Seller's cost, or if the Product cannot be repaired, it shall replace the defective Product - where necessary and then return the Product to Buyer at Seller's own cost. After 1 year, but less than 2 years from the installation, Buyer shall bear the costs of return of the Product to Seller, whilst Seller undertakes to repair the Product - if possible - free of charge and return such Product to Buyer at Buyer's cost. If the product cannot be repaired, Buyer shall be entitled to replacement free of charge. After the 2nd year following installation, Buyer shall bear the shipment and repair costs of the Product, as well as the costs of replacement of such Product in consideration for the fee set out in the actual price list.

## VI. Confidentiality

1. Buyer and Seller undertake to treat all information provided to each other during their discussions as trade secrets. Parties consider as trade secret all facts, information, solutions or data relating to their business activities where they have a legitimate interest in maintaining the confidentiality thereof and provided that they have taken the necessary measures for keeping such facts, information, solutions or data secret.
2. Buyer acknowledges that the System/Software/HW is protected by copyright, furthermore they constitute trade secrets and the Buyer has a business interest in maintaining such secrets.
3. Parties consider in particular the followings as trade secret:
  - a. all business and/or technical data relating to the object, content and terms and conditions of the Agreement;
  - b. information relating to the Parties' activity, Systems, Products and Services, research and development activity, intellectual properties (e.g. inventions and plans, software, trade names and trademarks, formulas and procedures), business relations and market potentials, financial and other business actions, as well as transactions;
  - c. data relating third parties, processed under the obligation of trade secrecy and disclosed legally with the consent of the third person, to which Parties have or may have access during the oral or written contacts or otherwise.
4. Parties undertake to:
  - a. process all information and data constituting trade secrets according to the rules of the strictest business confidence, with at least the same degree of care as if they were to protect their own trade secrets. According to at least the same rules that are applied to their own trade secrets, and they shall not use these informations for any other purposes; furthermore, they shall not disclose them to third parties, except for the case when and to the extent that the



Parties have expressed their prior written consent to use or disclosure of the given information.

- b. not to provide any information at all about the existence, object and the conditions of negotiations and potential draft agreements or other related documents to third persons;
  - c. make available the information constituting trade secrets within their own organizations only for people (employees) for whom they are absolutely necessary, and who are subject to the same obligation of confidentiality as specified in this statement;
  - d. assume all liabilities in the event of a breach of trade secrecy, and they shall undertake to make all the necessary steps to remove the consequences of the breach of confidentiality;
  - e. return - within 10 days after the breach of confidentiality - all written or other materials to the contracting Party, which contain any trade secret, and they shall destroy any and all copies, duplicates and media in their possession;
  - f. immediately inform the other Party of all events when the trade secrets shall be disclosed (to the court or authority) at the request of the court or authority.
5. Parties hereby agree that the confidentiality obligation shall logically not apply to data and information, which:
- a. has already been publicly known at the time of signature of this statement, or becomes publicly known later on (but not due to any breach of the confidentiality obligation);
  - b. was in the legal possession of the other Party before the Parties disclosed them to each other;
  - c. are public by operation of law, authority or court.
6. Parties expressly record that the obligation of confidentiality shall be maintained without time limit until the information or data are considered trade secrets, or the circumstances listed above occur. If the contracting Party breaches its obligation of confidentiality undertaken in this statement and there is evidence of damage caused by such breach to the other Party, it shall compensate such damage.

## VII. Data Processing

According to Schedule no. 3

## VIII. Maintenance and Other Services

1. Seller may develop the Software further at its own discretion and undertakes to offer such changes to Buyer.
2. Seller shall supply bug repair services for Buyer. Within the framework of the repair services, Seller shall assess all anomalies arising during the intended and authorized use of the Software and indicated by Buyer in order to identify any and all deficiencies, defects or malfunction of the Software's executable codes (hereinafter collectively referred to as the Defects), which may be repeated based on the Buyer's bug report and, which may render the intended use of the Software fully or partly impossible.

3. Seller undertakes to deliver - if necessary - a version or service pack of Software, which contains the repair of the Defects.
4. In case of error-free operation, at Buyer' s request, Seller undertakes to support the Buyer's staff using the Software and appropriately trained through proper telephone consultation, consultation via electronic mail, as well as, the explanation and clarification of the documentation, for a consideration. Seller shall make available the price list upon request.
5. Seller may supply additional services in consideration for a separate fee.

## **IX. Other Agreements**

1. If any stipulation of this agreement is or proves to be invalid, such invalidity shall not affect the entirety of the agreement. The provisions of the agreement not affected by such invalidity shall remain valid and enforceable, except if the Contracting Parties have not concluded the Agreement without the invalid provisions or provisions considered to be invalid at all.
2. Seller shall not be liable for indirect, consequential and unforeseen damage or loss of profits due to the loss of production, any loss of market or any other similar reason. The amount of compensation of damage covered by warranty or any other liability of Seller shall not exceed the invoice value of the goods ordered and/or delivered under the given agreement in any case.
3. Issues not regulated herein shall be governed by the Hungarian law, including primarily the provisions of the Civil Code.
4. Contact and support: [www.gremonsystems.com](http://www.gremonsystems.com)
5. Other:

By signing the purchase order, I acknowledge that I have read, studied and understood, as well as, accepted to be bound by the General Business Terms and Conditions of Gremon Systems Zrt. either in connection with the actual and future agreements.

## Schedule no.1: Services

**Basic Services:** Services, including the visual diagrams of data collected from the loading cells of the Product, as well as the definition of irrigation and water drainage trends and the management of alarms.

**Premium Services:** including:

- Basic Services; and
- Evaporation trends after irrigation, in addition to water drainage information;
- Visual interface (selected information can be filtered out of a UI screen);
- Data of user interface;
- Total quantity of irrigation;
- Total quantity of water drainage;
- Real-time evaporation trends;
- Optionally aggregated trends relating to irrigation and water drainage, based on configurable time periods;
- Utilized water quantity aggregated in a visual chart.

**Perpetual Services:** cover the supply of Basic Services by Supplier to Buyer for an infinite Subscription Period.

## Schedule no.2: Subscription Fees and Product Fees

### SUBSCRIPTION FEES

The Subscription Fee of Basic Services shall be EUR 250 per year for one Subscription/Product.

The Subscription Fee of Premium Services shall be a total of EUR 500 (Fee due for the Basic Services plus EUR 250) per year for one Subscription/Product.

The Subscription Fee of Perpetual Services shall be EUR 1500/Product.

Gremon WF terminal EUR 1200/pc. Trutina EUR 1500/ pc.

Personal training hourly fee: EUR 32. Skype training hourly fee: EUR 6.5. Call out fee in Hungary: HUF 100/km. Shipment fee to abroad: EUR 4/km. Daily consultation fee including on-site attendance: EUR 300. The above fees shall be fees net of VAT.

## Schedule no. 3 Privacy Notice

### PRIVACY POLICY

Supplier is committed to protect the data of Buyer and Authorised Users. This Notice applies to all natural person Buyers of the Supplier and all natural person users of the Products and Services (hereinafter referred to as the "Data Subject").

Supplier shall process the Personal Data with the utmost care, in compliance with its obligations under the applicable laws of data protection and personal rights. This Privacy Notice ("the Notice") defines how the Supplier may obtain and process Personal Data during the provision of the Services. This Notice shall be valid together with the TRUTINA™ Service Service Terms and any other contractual terms and conditions that may apply to the Products. This Notice may regularly change as soon as the Buyer has been notified of the relevant change.

#### DATA CONTROLLER

According to Act CXII of 2011 on informational self-determination and freedom of information (hereinafter referred to as the Data Protection Act), the Supplier, i.e. GREMON SYSTEMS Zrt. (registered seat: H-6764 Balástya, Móra utca 59., Hungary; company registration number: 06-10-000460) acts as data controller.

#### LEGAL BASIS FOR DATA PROCESSING

Unless otherwise provided, Personal Data shall be processed under this Notice according to a consent granted voluntarily and freely (point a) of Section 5 (1) of the Data Protection Act). Supplier may process Personal Data according to point a) of Section 6(1) and point a) of Section 6(5) of the Data Protection Act, if this is necessary for Supplier to meet its obligations under the Service Terms concluded with the Data Subject, or according to point b) of Section 6(1) and point b) of Section 6(5) of the Data Protection Act, as well as Article 7 (f) of 95/46/EC of Data Protection Directive if data processing is necessary for the enforcement of the legitimate interests of third parties, except where such interests are overridden by interests for Personal Data protection of Data Subjects. In this exceptional case, Personal Data may also be processed without further consent, or even if the consent has been withdrawn.

#### DATA WHICH MAY BE COLLECTED BY SUPPLIER

Supplier collects and uses the following categories of Personal Data:

- Full name of the corporation or private person
- Address of the corporation or private person
- Tax ID:
- user name
- password;
- E-mail address
- language used
- Positioning data (GPS coordinates)
- Time zone
- Buyer's Data;
- Growing medium used

#### PURPOSES FOR WHICH SUPPLIER MAY COLLECT, USE, TRANSFER OR DISCLOSE PERSONAL DATA

Supplier may use the Personal Data for the following purposes:

- installation and maintenance of Products and Services, including technical support, software updates, invoicing, collecting fees and payments, performance of contractual obligations, including education and training
- Development of the Products and Services, including the improvement of Services according to the requirements of the Buyer and public opinion research to develop new products and services.
- Supply of Supporting Services
- Communication, marketing and public relations, including electronic alerts and notifications relating to the Products and Services, including e-mails on transactions and marketing communications.
- compliance with legal and other requirements, including recording and reporting obligations, compliance with governmental audits and other requirements of public authorities, participation in legal proceedings and disclosure of Personal Data required by the criminal investigators.

#### TO WHOM THE PERSONAL DATA MAY BE DISCLOSED

Supplier may disclose the Personal Data to certain third parties, including business partners, suppliers and sub-contractors who are necessary to perform the Services or any other agreements concluded by the Supplier and the given party. If the Buyer has purchased the Product from Brinkman Agro B.V. (registered seat: 2691 PR 's-Gravenzande, Woutersweg 10, The Netherlands; company registration number: 04015052) company or its related entity, the Personal Data of such a Buyer may be shared with Brinkman Agro B.V. company for the purpose of setting up and maintaining the Products and Services. In connection with the supply of the Services, the Supplier engaged Amazon Web Services, Inc. (410 Terry Avenue North, Seattle, Washington, 98109-5210, United States) company as a cloud service provider to store and safeguard Personal Data as data controller. The Privacy Notice of Amazon Web Services, Inc. is available at the following link: [https://aws.amazon.com/legal/?nc1=f\\_cc](https://aws.amazon.com/legal/?nc1=f_cc) During the data transfer for the Amazon, Inc. company, the data have to be transferred to the United States and other countries, of which the European Commission has not established that they offer a high level of data protection, such as the United States, including the lack of legal remedies and moral rights of the person related to data processing, and the possibility to use data processed for unlimited purposes. By executing the Terms and Conditions, Buyer expressly agrees that its Personal Data may be transferred to the territory of the United States, and to other countries under point a) of Section 8(1) of the Data Protection Act.

#### INTERNATIONAL DATA TRANSFER

Personal Data may also be processed in the country where collected or where the rules on data protection may be less stringent than in the country where the Data Subject is resident.

#### DATA SAFETY

According to relevant data protection and data safety laws and requirements, Supplier shall take all necessary measures to protect Personal Data, and he requires from the service providers to take the necessary measures in order to ensure the safety of Personal Data and protect their confidential nature. Safety of the communication shall be ensured through a secure channel.

#### DATA INTEGRITY AND DATA STORAGE

Supplier will take all reasonable steps to ensure that the Personal Data processed by it are reliable and accurate for their intended use, and that are complete to the extent necessary for achieving the purposes described in the Statement. Supplier shall not keep the Personal Data for a period longer than it is necessary for the purposes of the Personal Data collection, unless the applicable laws require Supplier to store Personal Data for a longer time.

## RIGHTS AND LEGAL REMEDIES

Data Subject has right to seek the deletion, update or disablement of incomplete, incorrect, inappropriate or out-of-date Personal Data. If the Data Subject considers that the Personal Data kept by the Supplier relating to the Data Subject are incomplete, incorrect or out-of-date, the Data Subject shall inform the Supplier, and the Supplier shall correct them within the period provided for in the legislation. Supplier shall indicate the Personal Data of which correctness or its up-to-date nature is contested by the Data Subject but such allegation cannot be verified beyond doubt. Data Subject may require from the Supplier to delete his Personal Data but he acknowledges that the Supplier shall possibly keep such data and it is not allowed to delete them according to the laws (or the Supplier shall disable these data for a certain time, in this case the Supplier shall only delete the data after that he meets the requirements).

Data Subject has the right to know what personal data are stored about him. Supplier shall answer such question as soon as possible but not later than in 30 days. As far as it is authorized by the law, Supplier may charge a low price to cover the administrative costs in connection with providing such information for the Data Subject. Data Subject shall be entitled to raise objections to the processing of the Personal Data if the processing or transfer of Personal Data is only necessary to meet any contractual obligation relating to the enforcement of the legitimate interest of the Supplier, the data receiver or any other third party, unless data processing is obligatory or permitted by law. Supplier shall examine such objection within 15 days after submission thereof. If the Data Subject does not agree with the decision of the Supplier in connection with the objection, the Data Subject shall be entitled to initiate legal proceedings within 30 days after the receipt of the rejection of the objection.

If the Data Subject thinks that his rights have been violated, he may appeal to the National Authority for Data Protection and Freedom of Information (H-1024 Budapest, Szilágyi Erzsébet fasor 22/C.; phone: +36 -1 -391-1400; telefax: +36-1-391-1410; e-mail: [ugyfelszolgalat@naih.hu](mailto:ugyfelszolgalat@naih.hu)), or initiate court proceedings against the data controller, in which the Data Subject may also claim compensation for damage suffered due to illegal processing of Personal Data or as a consequence of the violation of data safety requirements. Court proceedings may be initiated before the competent court of the place of residence or habitual residence of the Data Subject.

Contact details for any questions or requests related to data protection:

GREMON SYSTEMS Zrt.

GILLER Tamás ([tamas.giller@gremonsystems.com](mailto:tamas.giller@gremonsystems.com)) – CFO

RAK Zoltán ([zoltan.rak@gremonsystems.com](mailto:zoltan.rak@gremonsystems.com)) - CTO

## CONSENTS

BY EXECUTING THIS PRIVACY NOTICE, I THE UNDERSIGNED BUYER ACCEPT AND ACKNOWLEDGE THAT DATA PROCESSING HEREUNDER IS VOLUNTARY AND UNLESS OTHERWISE PROVIDED HEREIN, DATA PROCESSING IS CARRIED OUT IN ACCORDANCE WITH POINT A) OF SECTION 5(1) OF THE DATA PROTECTION ACT AND I MAY

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WITHDRAW MY CONSENT AT ANY TIME. I UNDERSTAND AND ACCEPT THAT THE PERSONAL DATA MAY ALSO BE TRANSFERRED TO THE TERRITORY OF THE UNITED STATES OR OTHER COUNTRIES OF WHICH THE EUROPEAN COMMISSION DID NOT ESTABLISH THAT THEY APPLY A HIGH LEVEL OF DATA PROTECTION.

BY EXECUTING THIS PRIVACY NOTICE, I CONFIRM THAT I HAVE READ, UNDERSTOOD AND VOLUNTARILY ACCEPTED SUCH NOTICE.

BY EXECUTING THIS AGREEMENT, I THE UNDERSIGNED BUYER DECLARE AND ACKNOWLEDGE THAT I HAVE READ, CAME TO KNOW AND UNDERSTOOD THE SERVICE TERMS AND THE SCHEDULES THERETO, DISCUSSED THE PROVISIONS THEREOF IN DETAILS WITH THE SUPPLIER AND ACCEPTED TO BE BOUND BY THE PROVISIONS THEREOF.

BY EXECUTING THIS AGREEMENT, I THE UNDERSIGNED BUYER ALSO DECLARE AND ACKNOWLEDGE THAT I HAVE READ, CAME TO KNOW AND UNDERSTOOD THE PRIVACY NOTICE AND THE DATA PROCESSING TERMS, DISCUSSED THE PROVISIONS THEREOF IN DETAILS WITH THE SUPPLIER AND ACCEPTED TO BE BOUND BY THE PROVISIONS THEREOF.

BY EXECUTING THIS AGREEMENT, I AGREE AND AUTHORIZE THE SUPPLIER TO TRANSFER THE DATA ABROAD IN ACCORDANCE WITH THE PRIVACY NOTICE AND TO USE PERSONAL DATA FOR DIRECT MARKETING (DM) PURPOSES, ALSO INCLUDING THE SENDING OUT OF EMAILS AND NEWSLETTERS.

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BUYER'S DATA, REPRESENTATIVE

Date: \_\_\_\_\_