

CONTRACT

entered into by and between "Participant", i.e. a natural person, legal entity and/or self-employed entrepreneur who uses the services of OPTIMONK; hereinafter: "Participant") and **Optimonk International Zrt.** (4028 Debrecen, Kassai út 129.; Tax number: 26335498-2-09; hereinafter: "OptiMonk").

- (1) The programme ("the Programme"), entitled "Ecommerce Revolution", is designed to enable the parties to showcase the potential of e-commerce and to create an online success story through a joint effort.

The goal is to make all those involved feel like winners at the end of the programme. This includes the possibility of unexpected situations due to the format of the programme, as well as the need to present the initial situation that needs to be improved in order to show the development of the Participant and their business. OptiMonk will, however, endeavour to ensure that the reputation of the Participant or the Participant's business is not damaged and that the programme presents a business that is becoming successful.

In this context, OptiMonk will examine the Participant's (or its business's) e-commerce practices and will make suggestions for change accordingly during the recording of the programme, monitor their implementation during the recording and seek to share its experience in the sector widely.

- (2) The Participant hereby authorises Optimonk or third parties commissioned by Optimonk to record audio and video recordings of the Participant (hereinafter collectively, "Recordings") during the recording of the Programme by OptiMonk (with the assistance of other third parties).
- (3) In addition, OptiMonk is unconditionally and irrevocably authorized to use, disclose and transmit the Recordings to the public in any manner, form or media without any time or space restrictions. The Participant also grants OptiMonk permission to use all test results, including extracts from Google Analytics and other analytics tools.
- (4) Rights to use the Recordings are not limited to the above use in the Program, and the Recordings and their excerpts may be used in an unlimited manner in time and space and in an unlimited manner in terms of the manner of use, including of course unlimited re-use.
- (5) OptiMonk shall have the exclusive right to use (including the right to adapt) the Recordings created with the involvement of the Participant without any territorial, modal, temporal or other restriction, and may assign or transfer this right to a third party (with unlimited additional rights of use).

- (1) Without limitation as to time or place, OptiMonk is entitled to broadcast the Recordings, in whole or in part, in analogue or digital form, or otherwise to transmit,

distribute or make available to the public, including by making them accessible to the public, at a time and place individually chosen by the members of the public.

- (1) Participant further declares that it grants the above permission without any financial consideration. He/she does not claim any remuneration or reimbursement of costs for the services provided for in the contract and declares that he/she will not assert any such claim against OptiMonk or any other third party.
- (2) All information obtained by the Participant in the course of and in connection with the Programme shall be considered trade secrets and shall be treated as confidential by the Participant. Any information provided by the Performer during the Programme may be broadcast on the Programme without restriction. The Participant may see the results of the test made during the programme but may not use them for its own purposes without permission. The exclusive right to communicate and use the test results is reserved to OptiMonk.
- (3) Parties acknowledge that the legal basis for their processing of data related to the performance of this Contract is Article 6(1)(b) GDPR (processing is necessary for the performance of the contract). OptiMonk shall be the data controller for the personal data of the Participant (including in particular image and sound recordings) as defined in this Contract and arising under this Contract. Processing of your personal data is for the purpose of creating works (including, in particular, but not limited to, episodes of the Programme), using the works without any territorial, temporal, modal or other limitation and granting third parties the right to use the works, providing information and claims arising from the Contract, and possibly providing data to the authorities. Recipients of the Personal Data (to whom or with whom the Personal Data are disclosed): subcontractors involved in the performance, agencies to whom OptiMonk authorises the use of the visual and audio recordings and the Data. Personal Data shall be processed for the duration of the right to use the visual and sound recordings and works, until the end of the general limitation period of the Contract or the mandatory period provided for by law, whichever is longer. Subjects may request access to, rectification, erasure or limitation of the processing of personal data and may object to the processing of such personal data, as well as request the disclosure of personal data concerning them in machine-readable form. Data Subjects may lodge a complaint about the processing of personal data with the National Authority for Data Protection and Freedom of Information (postal address: 1363 Budapest, PO Box 9; e-mail: ugyfelszolgalat@naih.hu). Provision and transfer of personal data is necessary for the performance of the Contract, the provision of the data is mandatory, failure to provide the data may result in the non-performance of the Contract.
- (4) The Participant undertakes to take part in the recording of the Programme following the instructions of OptiMonk or the person designated by OptiMonk, and to act in accordance with the instructions given by that person.
- (11) The Parties stipulate that OptiMonk shall not be obliged to make the recordings made public (i.e., to broadcast the recordings) or to use or exploit them in any other way. Taking part in the filming does not imply that the Participant will be featured in the programme.

The Parties, having read and mutually interpreted the present Contract, as if it were in full compliance with their intentions.

Debrecen, 6 February, 2023.