

Distribution Agreement

1. The Contracting Parties

This agreement is made between Nowton Ltd. (registered office: 1132 Budapest, Visegrádi utca 40; tax number: 27977752-2-41, EU tax number: HU27977752), as the Principal, and (registered office:, tax number:.....), as the Agent.

2. Subject of the Agreement

The Principal appoints the Agent to resell Vadalarm brand products at a discounted price, within a geographical area, and under conditions specified by the Principal.

3. Duties of the Agent

The Agent agrees to:

- a) pay for the sold products and their shipping costs under the terms established in the contract, within the deadline indicated on the invoice issued by the Principal at the time of order fulfillment, which has a payment term of 14 days.
- b) acts in their own name during sales to third parties.
- c) may not associate the Principal with any product that is not the subject of this agreement.
- d) shall place their orders via email (info@vadalarm.hu), by phone (+3618089079), or through the designated distributor interface on the Principal's webshop (www.vadalarm.hu).
- e) shall upload the Vadalarm brand products to their online store and/or display them in their business premises among the products they distribute.
- f) keep the product information, photographs, and descriptions in their online store and/or business premises up to date, updating them according to the modifications regularly published by the Principal.
- g) provides comprehensive information to their customers and potential customers about the functionality and capabilities of Vadalarm products, in accordance with the guidelines provided by the Principal.
- h) does not use products purchased at distributor prices for personal use, and always resells them.
- i) places an order for at least 10 units at least once a year. Failure to meet this requirement will result in the automatic termination of the Distribution Agreement.
- j) does not damage the reputation of either the Principal or the Vadalarm brand.

4. Duties of the Principal

The Principal agrees to:

- a) confirm all orders placed by the Agent electronically, via email.
- b) provide the necessary documentation, technical descriptions, and photographs required for the sale of Vadalarm products.
- c) provides marketing support to the Agent by listing them on the reseller list on its website.
- d) fulfills orders placed by the Agent generally within 2, but no later than 5 business days.
- e) continuously makes the price list of its products available and downloadable for resellers logged into its website at <https://www.vadalarm.hu/distributor-packages>.
- f) delivers the products ordered by the Agent intact to the delivery address specified by the Agent.

5. Term of the Agreement

- a) The agreement comes into effect following the signatures of both parties.
- b) The agreement is for an indefinite period.
- c) Either party may terminate the agreement with immediate effect, provided that they have settled all outstanding debts with the other party and there are no disputes.
- d) The terminating party must notify the other party of the termination in writing via email, which the other party is obligated to confirm.

6. Other Provisions

- a) The Principal reserves the right to change the product range and the prices of the products.
- b) The Agent has the right to decide at what price to resell the products they have ordered. For example, they may offer discounts to their customers at their own discretion.
- c) The Principal provides a 2-year technical warranty on the products starting from the sale to the end-users.
- d) The minimum order quantity is 5 units per product type.
- e) Payment for the products must be made via bank transfer. In the case of an invoice issued in Hungarian Forints, the payment should be transferred to the Principal's bank account number 10701324-74544736-51100005. For invoices issued in Euros, the payment should be transferred to the Principal's bank account number BE27967202294573 (SWIFT/BIC: TRWIBEB1XXX).
- f) The shipping costs for sending or returning a product due to an alleged or actual warranty defect shall always be paid by the sender.

7. Terms and Conditions for Forwarded Services

This section of the agreement summarizes the terms and conditions related to the services associated with the products manufactured by the Principal.

- a) For any product whose operation depends on an information technology infrastructure operated by the Principal following the sale to the end-user, the end-user is required to pay a monthly or annual fee (hereinafter referred to as the operational cost) to the Principal.
- b) The Agent is obligated to inform the end-user of the requirement to pay the operational cost, which can be fulfilled through the internet platform operated by the Principal after registration.
- c) The obligation to pay the operational cost begins at the moment the product is purchased by the end-user.
- d) The price of the products may include a predefined period during which the operational cost is free of charge.

8. Validity of the Distributor Price List

- a) The price list valid at the time of signing the reseller agreement, and subsequently, can be downloaded from the <https://www.vadalarm.hu/distributor-packages> website.
- b) The Principal reserves the right to change the reseller prices. The Agent will be notified of any changes 30 days in advance.

9. Non-performance Due to Force Majeure

- a) For the purposes of this Agreement, "force majeure" means any event beyond the control of the Party invoking force majeure (the "Invoking Party") that could not reasonably have been foreseen or avoided by the Invoking Party, and which makes it impossible for the Invoking Party to fulfill its delivery or acceptance obligations.
- b) Irresistible external forces for the purposes of this contract may include, but are not limited to: earthquakes, floods, lightning, fire; other severe natural disasters; war; rebellion, revolution, riots, civil wars, uprising, national or large-scale strikes; legislative or regulatory measures; other governmental actions or interventions, prohibitions, embargoes.
- c) If one Party is unable to fulfill its delivery or acceptance obligations under this agreement, either partially or completely, due to force majeure, and if the said Party complies with the notification requirements and mitigation provisions for force majeure events specified in this agreement, then it shall be considered that the Invoking Party has not breached the contract. In such cases, the Invoking Party is relieved from its obligations for the duration and to the extent that the force majeure event prevents the fulfillment of said obligations. In this situation, the Invoking Party is not liable for damages.



- d) Upon becoming aware of a force majeure event, the Invoking Party is obligated to notify the other Party as soon as possible about the occurrence of the event and, to the best of their ability, estimate the extent and duration they will be unable to fulfill their obligations. Additionally, they are required to take all reasonable steps to mitigate the effects of the force majeure event.

10. Data Protection of the Parties

- a) The Principal and the Agent agree to treat all data and business information they acquire about each other confidentially and not to disclose it to any third party without the other party's permission.
- b) The Parties have read this agreement and agree to abide by its terms, and for matters not regulated herein, they will act in accordance with the provisions of the Hungarian Civil Code.

Dated:

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Principal

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Megbízott