

GENERAL TERMS AND CONDITIONS
regarding Contracts of the House of Music Hungary on performances by foreign artists

1. GENERAL PROVISIONS

- 1.1 These General Terms and Conditions (hereinafter referred to as "**GTC**") shall apply to the live performances of artists that cover music, dance, music education, prose and other cultural events (hereinafter: **Event**) organised by the House of Music Hungary Public-Benefit Non-profit Limited Company (hereinafter referred to as: **MZH**) and to be held in the building of the MZH and on its Open-air stage.

PRINCIPAL DETAILS

Name: **House of Music Hungary Public-Benefit Non-profit Limited Company („MZH”)**
Headquarters: 1146 Budapest, Olof Palme sétány 3.
Your mailing address: 1386 Budapest, Pf. 910.
Court of registration: Court of Registration of the Registrar of Companies
Company registration number: 01-09-371951
EU Tax number: HU28742838

Partner: the Performer or the Agent of the Performer.

- 1.2. The GTC shall apply to Partners having an EU tax (VAT) or HU tax (VAT) number or a branch in Hungary. In the lack thereof, the Partner shall, in order to certify its tax (VAT) number, provide MZH a certificate of tax residency issued by the competent tax authority or a company registry excerpt from the registering authority before signing the related Contract. No payment may be made to Partner without the EU or HU tax (VAT) number or the certificate submitted under this section. The certificate shall be attached to the Contract.
- 1.3 The legal relationship for the Performance and the provision of the Services between the MZH and the Partner (hereinafter referred to as: "Parties") is established by signing the Contract by the Parties on the terms and conditions set out in the Contract and these GTC. In the event of a conflict between the specific terms and conditions and the GTC, the provisions of the Contract shall prevail.
- 1.4 If the Representative acts instead of the Performer during the conclusion of the Contract, the Representative declares by signing the Contract that he has the necessary authorization to accept these GTC - including the authorization - and to conclude the Contract, represents and accounts for the Performer on the basis of a contract or power of attorney, he/she is entitled to issue an invoice, and he/she also pays the Performer for the performance fee to which he is entitled, determined as consideration for the performance of the Contract, in accordance with the relevant tax and social contribution rules.
- 1.5 By entering into the Contract, the Partner declares that he/she has read and accepted the terms and conditions of these GTC.

- 1.6 These GTC are drawn up in English language and the Contract is concluded in English language accordingly.
- 1.7 All terms and conditions regarding the Contract to be concluded are governed by Hungarian law. Issues not regulated in the Contract shall be governed by Act No. V of 2013 on the Civil Code and other applicable laws.

2. THE EVENT

- 2.1 The exact date of the Event and the details thereof are contained by the Contract.
- 2.2 Members of the Performer and their instrumental line-up (“**Line-up**”) are set out in Annex III. to the Contract. Should any hinderance occur after the promotion of the Performance has started, including sickness attested by a medical practitioner, the Line-up may only be changed upon the joint agreement of the Parties. If no agreement is reached, MZH is entitled, in its sole discretion, to
- (a) initiate that Partner designate a substitute performer (whom MZH is not obliged to accept), or
 - (b) postpone the Performance to a date agreed by the Parties, or
 - (c) cancel the Performance (in which case, depending on the reason of the hindrance, section 6.3 or 6.4 is applicable to the termination of Contract). In case of cancellation of the Event, the MZH shall apply points 6.4 of the GTC.
- 2.3 The MZH informs the Partner that the Open-air stage of the MZH is a covered venue, for this reason, the Event can be held even in case of light rain. With regard to this, on the basis of the weather forecast the Parties will decide whether the Event can be held on the Open-air stage or whether it can be postponed to an indoor location or to a later date on the basis of a joint consultation. In the absence of mutual agreement, the MZH cancels the Event and the Partner is not entitled to any remuneration in this case.
- 2.4 The MZH informs the Partner that there are limited parking spaces in the building of the House of Music Hungary, in the light of this, after having consulted by the Partner, the MZH can determine how many parking space it could provide, the exact number thereof is recorded in the Contract.

3. FEE, TERMS OF PAYMENT

- 3.1 As consideration for the performance of the Contract, the Partner shall be entitled to a fee of the amount specified in the Contract (hereinafter referred to as: **Fee**). The contractual performance of the Partner means the holding of the Event and the preparation of the detailed set-list of the Event and the encore (form) as contained in point 5.7.
- 3.2 The Fee includes any and all costs and expenses incurred by the Partner and the Performer, including the consideration for the license granted to MZH. Partner and Performer are not entitled to claim any further fee, tax, social contribution or other compensation with regard to the fulfilment of the Contract.

- 3.3 MZH shall, within 3 (three) business days after the date of the Performance, inform the Partner of its objections regarding the Performance or, in lack of objection, issues a certificate of full completion, at the latest within 3 (three) days counted from the receipt of the detailed set-list of the Event and the encore (form). In case of no show of the detailed set-list of the Event and the encore (form), MZH shall not issue a certificate of completion and the Partner shall not be entitled to the Fee. Completion certificate on behalf of MZH is issued by the managing director or any other person authorised in writing by the managing director.
- 3.4 Partner may issue its invoice upon the completion certificate signed by MZH within 8 (eight) days counted from the contractual performance. In case of partial performance, the Partner shall only be entitled to partial payment of the Fee. Partner is entitled to issue the proforma invoice for the advance payment after the entry into force of a Contract. In the invoice, VAT numbers shall be indicated. The amount of advance payment made by MZH shall be deducted from the final invoice. Partner is entitled to the Fee upon the duly issued invoice and the completion certificate attached thereto, that is paid by MZH within 30 (thirty) days from the receipt of the invoice via bank transfer to the Partner's bank account, as indicated in the invoice. If no completion certificate is attached, MZH does not accept and returns the invoice to the Partner, in which case payment default by MZH may not be claimed.
- 3.5 Partner shall send the proforma invoice via mail to the post office box address 1386 Budapest, Pf. 910. or, in case of electronic invoice, to the following email address: penzugy@zenezaza.hu.

4. RIGHTS AND OBLIGATIONS OF MZH

- 4.1 MZH provides the venue of the Performance as well as the technical conditions the staff and the instrument and other demands as listed in the mutually accepted rider, necessary for organising and rendering the Performance.
- 4.2 MZH undertakes to provide mutually accepted additional services, as listed below:
- a) book and pay the accommodation for the Performer,
 - b) organise and pay the airport-hotel-airport transfer of the Performer,
 - c) additional services undertaken by MZH,
- in accordance with Annex III of the Contract.
- 4.3 Ensuring technical and technical conditions - including volume regulation - is an obligation arising in the interest of MZH, in view of this, the technical staff provided by the Partner may not unilaterally carry out any technical or technical modifications in the building of the House of Music Hungary, or on its Open-air stage, any modification requests by the Partner must be approved by the MZH in advance. In the absence of approval, the proposal of MZH will be implemented.
- 4.4 MZH provides the Performer with lockable dressing rooms for the time of the sound-check and the Performance. MZH provides the Performer with a magnetic card for the door opener and other discount cards.

- 4.5 MZH undertakes to pay the necessary royalties to Society ARTISJUS Hungarian Bureau for the Protection of Authors' Rights or any other payees on the basis of the detailed set-list of the Event and the encore (form).
- 4.6 MZH declares that it has an event organizer's liability insurance for the Events, which also covers damages to the equipment and tools of the participants, contracted persons, and associations.
- 4.7 MZH is responsible for the sale of tickets for the Event, MZH is entitled to the entire ticket revenue.
- 4.8 MZH undertakes to provide a maximum of 5 (five) free complimentary tickets ("Complimentary Tickets") to the Performance for the Partner. The Partner must indicate the exact number of Complimentary tickets 1 (one) week before the Event at the latest. MZH confirms the number of available Complimentary tickets in writing. The Partner must indicate four (4) hours before the start of the Performance whether they wish to claim all Complimentary Tickets reserved by MZH. The MZH is entitled to sell any Complimentary tickets for which the Partner does not claim. Complimentary Tickets not obtained to 1 (one) hour prior to the start of the Performance at the latest may be sold by MZH.
- 4.9 MZH is entitled to include the names and logos of the sponsors and supporters who contributed to the realization of the Event on the ticket, as well as in promotional and other printed and online materials and publications. If there is a sponsorship notice to be displayed on the part of the Performer, the Partner must notify the MZH in writing and send the materials to be displayed in a usable form before the start of the promotion of the Event. MZH is entitled to decide at its own discretion whether to ensure the mention of the sponsor. If it is not recorded in the Contract that the Customer also indicates the Partner's sponsor, in that case the MZH may decide to reject the Partner's subsequent request in this regard without giving reasons.
- 4.10 MZH is entitled at its own cost to promote and advertise the Performance in any form defined in its sole discretion. Partner is not entitled to make any claim vis-à-vis MZH with regard to the advertising of the Performance.
- 4.11 MZH is entitled to display the Performer's name on all printed and electronic materials and other surfaces (posters, program booklets, program guides, etc.) advertising the Event, the Customer, and its activities (posters, program booklets, program guides, etc.). Furthermore, MZH is entitled to use and publish the professional resume of the Performer with edited content and form.
- 4.12 MZH is entitled but not obliged to use the information, data and images of the Performer for the advertising and promotion materials of the Performance and MZH publishes such information, data and images as edited by MZH.

5. RIGHTS AND OBLIGATIONS OF THE PARTNER AND PERFORMER

- 5.1 In accordance with the provisions of these General Terms and Conditions and the Contract, the Performer participates in the Event by the associated setup in the highest quality according to his artistic abilities, with the content and technical solution agreed with the MZH. The Partner is also

obliged to move his equipment from the stage within 45 (forty-five) minutes after the end of the Event.

- 5.2 Partner and Performer shall fully comply with the epidemiological protocols regarding the entry to and stay in the territory of Hungary. All costs occurred upon entry in connection with the obligations under the epidemiological protocols shall be borne by Partner.
- 5.3 The performer, as well as the persons involved in the organization of the Event, must comply with the fire protection and other regulations of the location of the Event [mzh-tuzvedelmi-szabalyzat-2022.pdf (www.magyarzenehaza.com)], as well as the House Rules of MZH [mzh-hazirend.pdf (www.magyarzenehaza.com)].
- 5.4 The Performer is obliged to keep the cards provided to him according to point 4.4 (magnetic door opening card, discount card, etc.) and hand them after the Event with his signature at the reception of the MZH.
- 5.5 The Partner and the Performer are obliged to take care of their musical instruments and their accessories necessary for holding the Event. Based on prior agreement, the MZH provides the Partner with its own drum set and a tuned piano.
- 5.6 Partner undertakes that it negotiates with MZH any demand for instruments, technical features or other conditions in connection with the Performance not listed in Annex II. of the Contract 30 (thirty) days prior to the date of the Performance at the latest. Any demands notified to MZH by Partner after that deadline as well as any demands that cannot be fulfilled with and from MZH's own assets and resources shall be negotiated by the Parties, but MZH is not liable to fulfil such demands.
- 5.7 The Partner is obliged to submit the detailed set-list of the Event and the encore (form) - on the basis of the template in Annex II of the Contract. - to the MZH in an editable format within 3 (three) days after the Event.
- 5.8 Partner undertakes to fully organise the visa and international travel of the Performer (to and from Budapest) and bear the full cost of such travel.
- 5.9 Partner acknowledges the terms and conditions of accommodation, with special regard to the check-in and check-out times. Fees of any extra services and consumption (room service, pay-tv, minibar, telephone, massage etc.) shall be borne and any damage caused in the room shall be compensated by the person using the room and such person shall be fully responsible vis-à-vis the hotel. MZH is entitled to deduct all costs paid by MZH instead of the person using the room from the Fee payable to the Partner or charge forward such costs to Partner.
- 5.10 Partner undertakes to provide MZH with all information related to international travel, as well as all information related to arrival, departure, and room schedule in 15 (fifteen) days.
- 5.11 Partner undertakes to send the MZH the legally cleared photos of the Performer of sufficient quality and updated biography of the Performer in editable format in order to carry out promotional tasks within the deadline prescribed by the Contract. Partner undertakes to indemnify MZH for any claims

of the Performer or the owner of the submitted photograph and hold responsibility directly vis-à-vis the claimant.

- 5.12 Partner or the Performer permits MZH to use the Performer's name according to relevant professional practice on all printed and digital advertising materials as well as other platforms (billboards, programs of events, program guides etc.) promoting the Performance and/or MZH and its activities. Further, the Partner, representing the Performer, permits MZH to use and publish the Performer's biography in a form and content edited by MZH.
- 5.13 The Performer shall ensure – upon prior notice from MZH - that he/she will be available free of charge for interviews with the print and electronic media for the promotion of the Performance and to participate in PR and protocol events (giving autograph, reception) in connection with the Performance.
- 5.14 Partner is obliged to send his request for the modification of the technical and other conditions included in Annex III. of the Contract, furthermore negotiate the technical and other requirements not listed in Annex No. before 15 (fifteen) days of the Event at the latest. After this date, the Parties will discuss the demands reported by the Partner, but the MZH does not assume responsibility for their fulfilment.
- 5.15 Partner undertakes to support the promotion of the Event on its own platform in cooperation with MZH. Partner needs to communicate the event in its tour schedule and advertise the event on their social media channels.
- 5.16 Partner undertakes that without the express consent of MZH, they shall not conclude any contract to participate in any kind of performance within a 50km radius around Budapest or in Budapest 1 month before the date of the Performance and 1 month following the date of the Performance, also Partner shall not announce other show in Budapest before the first day after the Performance.. In case of breach of this provision, Partner shall pay a contractual penalty for MZH in the amount of 50% of the Fee determined in section 3.1.
- 5.17 The MZH informs the Partner that an entry permit is required to approach the building of the MZH. In order to obtain the entry permit for entering the City Park area - where the venue is -, it is necessary to send a photo of the vehicle(s) registration certificate intended to be used, with clearly legible data, to the MZH's contact person no later than 5 (five) working days before the date of the Event.
- 5.18 If the Partner does not send a copy of the traffic permit to the Customer within the time limit specified in point 5.17, the Partner is obliged to ensure at his own expense the acquisition of an entry permit for the Városliget area, and the Partner shall bear the fine for any unlicensed entry. The conditions for submitting an application for an entry permit are available at the link "*Teherforgalom – Budapest Közút Zrt*". (www.budapestkozut.hu).
- 5.19 If the Partner wishes to sell CDs, DVDs or other items (posters, T-shirts, etc.) in connection with the Event, he/she must notify the contact person of MZH of his need no later than 15 (fifteen) days before the Event. After the request, the MZH negotiates with the Partner in writing about the conditions of

sale. The Partner assumes responsibility for obtaining the necessary official permits for the sale and complying with Hungarian tax obligations.

- 5.20 The Partner may not transfer its rights arising from the Contract to a third party without the prior written consent of the MZH.

6. TERMINATION OF THE CONTRACT, DAMAGES

- 6.1 The Contract specified in point 1.3. shall enter into force on the day of signing by both parties and shall terminate upon full fulfilment of the obligations contained in these GTC and the Contract.

- 6.2 In the event of a serious breach of contract by the other party, the party affected by the breach of contract is entitled to withdraw unilaterally, or to terminate the Contract unilaterally.

- 6.3 If the Performance is cancelled for reasons attributable to the Partner or the Performer represented by the Partner, in particular, if
- a) the Partner unlawfully terminates a Contract within 20 (twenty) days prior to the Performance,
 - b) the Partner or the Performer is responsible for hindering the fulfilment of a Contract, or
 - c) the Performer fails to attend the Performance with the Line-up or fails to attend the Performance at all, or
 - d) the Performer attends in a condition unfit for the Performance,

the Partner shall pay to MZH liquidated damages equivalent to 100% of the net Fee and reimburse any and all additional losses of MZH. In this case, the Partner is obliged to repay to MZH the total amount of the advance payments made together with the remaining amount of the liquidated damages via bank transfer within 8 (eight) days from the termination of a Contract.

- 6.4 MZH is entitled to terminate the Contract with immediate effect in writing any time, provided that:
- a) if MZH terminates the Contract between the 21st (twenty-first) and 60th (sixtieth) day prior to the Performance, MZH shall pay a penalty to the Partner in the amount of 50% of the net Fee;
 - b) if MZH terminates the Contract on the 20th (twentieth) day prior to the Performance or later, MZH shall pay a penalty to the Partner in the amount of 100% of the net Fee. For the purposes of sections (a)-(b) above, the date of the termination shall be the date when the written termination notice is mailed, given to the courier or, in case of delivery in person, the date of handover. In case of point a) the Partner can keep the total amount of the advance payment and the MZH will pay the remaining amount of the 50%, if any, or in case of an advance payment exceeding 50%, the Partner will refund the difference. In case of point b) the MZH is obliged to pay the Partner the penalty with the offset of the advance payment made. The payments will be made, via bank transfer within 8 (eight) days from the termination of a Contract.

- 6.5 The events listed below shall be deemed to be circumstances beyond the control of the Parties, for which neither Party is responsible, and shall relieve the Parties from their obligations under the Contract for the duration of the circumstances, provided that such circumstances arise after the conclusion of the Contract or were caused by circumstances beyond the control of the Parties prior to the conclusion of the Contract, and that such circumstances, which prevent or delay the

performance of the Contract, were not foreseeable and could not have been avoided at the time of the conclusion of the Contract (hereinafter referred to as: Force Majeure), in particular:

- 6.6 In particular, the Parties consider Force Majeure the following:
- (a) a major natural disaster (lightning strike, earthquake, flood, hurricane, etc.);
 - (b) fire, explosion;
 - (c) radioactive radiation, radiation contamination;
 - (d) war or other conflicts, occupation, hostilities, mobilisation, requisition or embargo;
 - (e) insurrection, revolution, rebellion, military or other coup, civil war and acts of terrorism;
 - (f) riots, disorder, unrest;
 - (g) exercise the right of assembly;
 - (h) a power failure at the Facility for more than 12 (twelve) hours on the day of the Event;
 - (i) the closure of the building and/or Open-air stage of MZH due to any police or official order.
- 6.7 The Parties expressly exclude the application of Articles 6:179-6:180 of the Act No. V of 2013 on the Civil Code with regard to COVID-19 and COVID-19 related events. At the same time, the MZH undertakes to conduct negotiations in good faith with the Partner in the event of the occurrence of seriously adverse COVID-19 events in order to work out a joint solution in order to mitigate the adverse consequences of the COVID-19 events and to prevent further adverse effects. The Parties are obliged to cooperate with each other in good faith during such negotiations.
- 6.8 The Party that becomes aware of the impossibility of performance must notify the other Party without delay, regardless of whether the reason for the impossibility arose in its sphere of interest or whether it bears responsibility for it. This notification must be made without undue delay after the relevant Party has recognized the impeding circumstance. In the above notification, the expected period of delay in performance must also be indicated, if it can be assessed at the given moment. If the reason for the impossibility ceases to exist, the other Party must be notified of this fact (also in writing). The Parties agree accordingly on the amendment or termination of the Contract.
- 6.9 If the performance of the Contract becomes impossible as a result of Force Majeure, the Contract shall be terminated. In this case, the Parties have no obligation to compensate each other.
- 6.10 If the Performer despite the provisions of point 5.1 does not pack his equipment from the stage within 45 (forty-five) minutes after the Event, the MZH is entitled to liquidated damages after a 15 minute grace period. The amount of the liquidated damages for a delay of each 30 minutes is EUR 100 (one hundred Euro), which the MZH is entitled to deduct from the Fee to be paid according to point 3.1.
- 6.11 If the Performer despite the provision of point 4.4. did not hand over the magnetic door opening card or discount card, the MZH is entitled to damages of EUR 30 (thirty Euro) which shall be deducted from the Fee to be paid according to point 3.1.
- 6.12 If one of the Parties causes damage to the other Party by breaching the Contract, he/she is obliged to compensate for it, unless he can prove that the breach of Contract was caused by circumstances beyond his control and unforeseeable at the time of the conclusion of the Contract - thus, in particular,

caused by Force Majeure - and it was not expected that he could avoid the given circumstance or prevent the damage.

7. LICENSE OF USE, RECORDING OF PERFORMANCE

- 7.1 Partner agrees that MZH's photographers may take photos or make promotional videos during the set-up and the Performance for promotional purposes in the press, media and social media. The Partner will negotiate with MZH any special demand for taking photos or promotional videos 5 days before the date of the Performance at the latest.
- 7.2 MZH shall use its best effort to prevent third persons from recording in any way or broadcasting to people who are not present in any way or by any tool the rehearsal and the Performance without permission as well as from taking photos of the Performer for the purpose of private or any other use, unless the Performer expressly gives its consent to such actions.
- 7.3 If the Partner consents, MZH may record the Performance by means of video and/or audio recording (hereinafter referred to as: **Recording**). On the basis of this consent, the MZH is entitled, but not obliged to record the Performance. If the MZH decides to record the Performance, it will notify the Partner in advance of this decision by e-mail. In the case of recording the Performance by MZH, as the producer of the Recording, MZH is entitled to all copyrights of the Recording in accordance with the Act No. LXXVI of 1999 on Copyright.
- 7.4 If the Partner consents, MZH is entitled without any restriction in location or time, to use the Recording, including its sound track, as follows:
- a) reproduce, distribute, transmit, communicate by wire or by any other means to the public in such a way that members of the public may choose individually where and when to access it,
 - b) store for archiving purposes,
 - c) use for educational and promotional purposes,
 - d) screen/play by any technical solution in the spaces of MZH open for the public,
 - e) broadcast live, stream live or record on its own website or other video-sharing and streaming platforms on the internet (e.g. e-Theatre, etc.) and on social media channels (e.g. Facebook, Youtube, Instagram, Tik-tok, etc.), and make them available to the public,
 - f) record on a data carrier, reproduce and communicate to the public, broadcast to the public,
 - g) offer it to the Hungarian public service broadcaster for the purpose of communication to the public (terrestrial or satellite broadcasting) or transmission to the audience in other ways (stream, simulcast), including for the purpose of a limited period catch-up service provided by program distributors,
 - h) authorise to the public service broadcaster the use of a maximum 5-minute-long extract from the Recording in other programmes, or programme trailers/programme promotions for any number of occasions,

Any other use of the Performance not mentioned above is subject to a separate contract.

- 7.5 The Performer is entitled to a remuneration for repeated broadcasting, making publicly available for viewing/listening on MZH's webpage and other uses specified under Act No. LXXVI of 1999 on Copyright and Act No. XCIII of 2016 on Collective management of copyright and related rights, that is charged by the collective right management organisation for and in the name of the Performer, therefore uses under the scope of collective rights management are not covered by a Contract concerned.
- 7.6 If the Partner presents his request within 30 days counted from the date of the Event, after completion of the post-production, MZH shall provide the Partner or the Performer with a 0,5-10 minutes summary of the Recording, which the Performer is entitled to use for promotional purposes.
- 7.7 The MZH shall do its best endeavour and it will provide a legal guarantee to the Partner and the Performer in this regard that the Recording will not fall into the possession of an unauthorized third party, and MZH shall not continue unauthorized use of the Recording. Any other use of the Recording, not mentioned above, is the subject of a separate contract.
- 7.8 Remuneration for the rights of use provided for MZH is included in the Fee. Partner declares that he/she accepts the Fee as proportional to the usage rights provided in the GTC.
- 7.9 Upon the Partner's prior request, MZH may authorise the Partner to record the Performance by means of video and/or audio recording. MZH shall grant the Partner the right to use the visual and/or audio recording, provided that the Partner may only make public the Recording if the MZH has given its prior approval.
- 7.10 In case of point 7.9 the Partner shall obtain the Performer's consent to the recording of the Performance and to the use of the Recording.

8. CONFIDENTIALITY

- 8.1 The Partner and the Performer must ensure the confidentiality and protection of data and information obtained in the course of fulfilling this Contract. The Partner and the Performer shall not disclose the Contract or any other document or information related thereto to third parties without MZH's prior consent.
- 8.2 This confidentiality obligation applies, without any limitation in time, to the employees, staff, possible subcontractors, contributors or other participants of or on behalf of the Partner and to any third person in a work-related relationship with the Partner.
- 8.3 Trade secrets are governed by Act No. LIV of 2018 on the Protection of Trade Secrets, as well as Act No. CXII of 2011 on the Right of Informational Self-determination and the Freedom of Information. The confidentiality obligation does not apply to information that is available in the public domain, is otherwise public, or the disclosure or release of which is prescribed by law or authority provision, to the extent and to those persons specified therein. Furthermore, no

confidentiality obligation shall apply to information to the disclosure of which the other Party has given its prior explicit, written consent.

9. DATA PROTECTION

- 9.1 During the term of the Contract and thereafter, the Parties shall mutually comply with the applicable European Union and Hungarian data protection rules, including in particular, but not limited to, the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, repealing Directive (EC) No 95/46/EC ("GDPR"), and the provisions of Act CXII of 2011 on the Right to Informational Self-Determination and Freedom of Information (hereinafter referred to as "Infotv.").
- 9.2 By signing the Contract, the Parties acknowledge that they are independent data controllers in the Contract and that they have given their designated contact persons appropriate prior notice, as defined in the GDPR, that they have been designated as contact persons in the Contract. The personal data of the contact persons are processed for the performance of the public task of MZH - the conclusion, monitoring, performance of the Contract, settlement and management of any disputes that may arise, and for general communication purposes - and for the performance of the legal obligation of the contracting parties under the Contract and, where an invoice is issued under the Contract, including the personal data of the contact person, until the cancellation/expiry of the invoice. Partner further undertakes to provide its own relevant contact person with the Data Processing Notice ("Contractual Contact Data Processing Notice") published on www.zenehaza.hu.

10. ENTIRE AGREEMENT

- 10.1 The entry into force of the Contract referred to in point 1.3 of these GTC, the previous written contract (hereinafter: "Deal Memo") becomes the content of the Contract, while at the same time, the previous oral agreements that are the subject of the Contract are repealed. If there is a discrepancy or contradiction between the provisions of the Contract and the Deal Memo, the provisions of the Contract shall apply.
- 10.2 The Parties mutually agree that the provisions of Article 6:63 (5) of Act No. V of 2013 on Civil Code are not applied, therefore the custom which the Parties agreed to apply in their previous business relationship does not become the content of the Contract, and any practice that they have developed between themselves does not become the content of the Contract, the contract of a similar nature in the relevant business sector a custom widely known and regularly applied by its subjects.
- 10.3 Partner shall, within 5 (five) days of their receipt, sign all copies of this Contract signed by MZH and send an electronic copy of the signed Contract to MZH. If Partner fails to comply with this obligation within the above deadline, the obligations of MZH under this Contract shall become ineffective. In addition, Partner shall sign all copies of the Contract signed by MZH upon their receipt via mail and mail one original copy of the Contract to MZH to the following post office box address: Hungary 1386 Budapest, Pf. 910., within 8 (eight) days from the Partner's receipt of the Contract.

11. CONTACTS, NOTIFICATIONS

- 11.1 In order to facilitate the successful cooperation, the Parties shall designate contact persons in the Contract.
- 11.2 The Parties shall inform the other Party in writing of any change in the contact person or contact details as soon as possible, but not later than 3 (three) days. The defaulting or delaying Party shall be liable for any damage resulting from the failure to inform or delay in doing so. A change in the contact person does not require the amendment of the Contract.
- 11.3 All notices, letters, declarations or authorisations shall be given in writing and shall be deemed to have been served if
- (a) it is delivered and collected by hand, or
 - (b) sent by registered letter with acknowledgement of receipt, in which case delivery shall be deemed to have taken place on the date of the acknowledgement of receipt, or
 - (c) transmitted by fax or e-mail, in which case when an automatic or explicit acknowledgement is received, failing which on the next working day.
- 11.4 A registered letter with advice of delivery shall be deemed to have been delivered on the day on which delivery is attempted if the addressee has refused to accept it. If service was unsuccessful because the addressee did not accept the document (it was not returned to the sender with a signal), the document shall be deemed to have been served on the fifth working day following the second attempt at service, unless it is proved otherwise.

12. MISCELLANEOUS

- 12.1 Under Act No. CXLIII of 2015 on Public Procurement (hereinafter referred to as: “PPA”), MZH qualifies as contracting authority under the scope of PPA. Parties agree that, based on the subject of the Contract, by virtue of Article 111. c) of PPA, PPA is not applicable to the conclusion of the Contract, therefore the Contract is concluded with Partner without a public procurement procedure.
- 12.2 The MZH informs the Partner that, pursuant to the Act No. CXCV of 2011 on public finances, the MHZ may not validly conclude a contract with a legal entity or an organisation without legal personality which is not a transparent organisation and no payment can be made by any contract concluded by a non-transparent organization.
- 12.3 Pursuant to Section 3 (1) point 1. of the Act No. CXCVI of 2011 on national wealth (hereinafter referred to as: “Nvtv”), a transparent organisation is a domestic or foreign legal person, an economic entity without legal personality, which
- (a) the structure and the beneficial owner as defined in the Act on the Prevention and Combating of Money Laundering and Terrorist Financing are recognizable,
 - (b) is resident for tax purposes in a Member State of the European Union, a State party to the Agreement on the European Economic Area, a Member State of the Organisation for Economic Cooperation and Development or a State with which Hungary has a double taxation convention,
 - (c) is not a controlled foreign company as defined in the Corporation Tax and Dividend Tax Act, and

(d) a legal person or an unincorporated business entity that directly or indirectly owns more than 25% of the entity or has more than 25% of the shares, influence or voting rights in the entity, the conditions in points (a) to (c) above also apply.

12.4 Pursuant to Article 3 (1) point 1. of the Nvtv., a transparent organisation is a non-governmental organisation that meets the following conditions:

(a) senior officials can be found,

(b) the NGO and its directors and officers do not hold more than 25% of the shares in a non-transparent organisation,

(c) is established in a member state of the European Union, a state party to the Agreement on the European Economic Area, a member state of the Organisation for Economic Cooperation and Development or a state with which Hungary has a double taxation convention.

12.5 By signing the Contract in the form of a company signature, the representative of the Partner declares - in full awareness of his/her civil and criminal liability - that the Partner fully complies with the conditions set out in clauses 12.3 or 12.4 applicable to him/her, and thus qualifies as a transparent organisation pursuant to Section 3 (1) point 1. of the Nvtv.

12.6 The Partner shall inform the MZH immediately, but no later than within 3 (three) working days, in writing of any change in its owner/shareholder structure. The Partner acknowledges that failure to notify the MZH shall constitute a serious breach of the Contract and the MZH shall be entitled to terminate the Contract with immediate effect. According to the Nvtv., a contract concluded on the basis of an untrue declaration shall be null and void.

12.7 The Parties agree to settle amicably any legal disputes related to this Contract. If the dispute cannot be settled, the Parties agree to the exclusive jurisdiction of the Hungarian courts and the exclusive competence of the Buda Regional Court.

12.8 The parties consider the provisions of these GTC and the Contract to be binding on themselves, and in order to fulfil them, both Parties act as generally expected in the given situation. When exercising their rights and fulfilling their obligations, the Parties are obliged to act with the other party's legitimate interests and good business reputation in mind.

12.9 If either Party does not exercise its rights granted to it in these GTC or in the Contract, it does not mean that the concerned Party has waived the exercise of its rights or the enforcement of any of its claims.

12.10 Regarding issues not regulated in these GTC and the Contract and the provisions of the Civil Code and other relevant legislation shall apply.

13. Publication and amendment of the GTC

13.1 These GTC are published on the MZH's website (www.zenehaza.hu) under the link <https://zenehaza.hu/altalanos-szerzodesi-feltetek>, the exact URL of which is set out in the Contract.

The MZH may unilaterally amend these GTC and the rules and other documents referred to in these GTC at any time. Any amendment to these GTC shall take effect from the date of publication on the Website and shall not affect Contracts entered into force prior to the date on which the amendment takes effect.

13.2 Effective: from 6 March 2024.