

GENERAL TERMS AND CONDITIONS
for external events in the House of Music Hungary

1. General provisions

1.1 Lessor details

Lessor's name: **House of Music Hungary Public-Benefit Non-profit Limited Company**
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
Tax number: 28742838-2-42

1.2 Facility data

Facility name: **House of Music Hungary** (*in Hungarian: Magyar Zene Háza; MZH*)
Facility address: 1146 Budapest, Olof Palme sétány 3.

1.3 These General Terms and Conditions (hereinafter referred to as "**GTC**") set out the general terms and conditions of the lease of certain premises of the Premises (hereinafter referred to as "**the Lease**") and the services provided by the Lessor to the Lessee (hereinafter referred to as "**the Services**") between the Lessor and the Lessee (hereinafter referred to as "**the Lessee**") as defined in the contract containing the specific terms and conditions (hereinafter referred to as "**the Contract**").

1.4 The legal relationship for the Lease and the provision of the Services between the Lessor and the Lessee (hereinafter referred to as the "**Parties**") is established by signing the Contract by the Parties on the terms and conditions set out in the Contract and these GTC.

1.5 In the event of a conflict between the specific terms and conditions and the GTC, the provisions of the Contract shall prevail.

1.6 By entering into the Contract, the Lessee declares that he/she has read and accepted the terms and conditions of these GTC.

1.7 These GTC are drawn up in English language and the Contract is concluded in English language accordingly.

1.8 The Lessee expressly acknowledges that the Lessor is entitled to unilaterally amend these GTC and the rules and other documents referred to in these GTC. Any amendment to these GTC or other documents will be published by the Lessor on www.zenehaza.com.

2. Facility

2.1 The Facility is the exclusive property of the Hungarian State, so its (partial) lease is possible only in accordance with the provisions of Act CVI of 2007 on State Property (hereinafter: **Act on State Property**) and other relevant legislation.

- 2.2 The Contract may be concluded without competitive tendering pursuant to Section 24 (2) of the Act on State Property.
- 2.3 Access to the Facility by vehicle requires an access permit. The conditions for applying for a permit are available on the website of Freight Traffic - Budapest Közút Zrt. (budapestkozut.hu). The cost of the permit and the fine for unauthorised access shall be paid by the Lessor/operator of the vehicle.

3. Event

- 3.1 Lessor shall lease the premises and areas of the Facility as set forth in the Agreement (the "**Leased Premises**") to Lessee for the purpose of Lessee's event (the "**Event**"), and Lessee shall lease the same, together with the movable property located therein, for the term set forth in the Agreement (the "**Lease Term**").
- 3.2 The detailed description of the Event is set out in the Contract. The Lessee shall be entitled to use the Leased Premises solely for the purposes of the Event specified in the Contract.
- 3.3 The Lessee is obliged to inform the Lessor prior to the conclusion of the Contract if the Event falls under the scope of the Government Decree 23/2011 (III. 8.) on making the operation of music and dance events safer. The Lessee is responsible for notifying the Event in accordance with the legislation.

4. Transfer and return of Leased Premises

The earliest date on which the Lessee may take over the Premises and the latest date on which the Lessee may return the Premises are set out in the Contract. The parties shall draw up a protocol of transfer of the Leased Premises. The risk of damages shall pass to the Lessee at the date of signing of such Contract.

5. Services

5.1 General rules for services

- (a) The Lessor shall make the payments set out in Annex II to the Contract or, where applicable, after the conclusion of the Contract, to the 5.1(b)(5.1.1) and any additional Services ordered by the Lessee pursuant to Clause 5.1.1.
- (b) The scope of the Services set out in Annex II to the Contract may be freely extended during the term of the Contract by mutual agreement of the Parties in accordance with this clause. Should the Lessee request additional Services after the conclusion of the Contract, it shall inform the Lessor thereof, specifying the exact Services to be provided. The Lessor shall inform the Lessee within 3 (three) working days of the request whether it is able to provide the requested Service to the Lessee, and on what terms and for what price. If the Lessee accepts the Lessor's offer under this Clause, the Lessor shall provide the Services described therein on the terms and conditions set out therein and the Lessee shall pay the fee for the Services in accordance with Clauses 6.2 and 6.3 respectively.
- (c) The Lessor may use a subcontractor or other vicarious agent to provide the Services.

- (d) In providing the Services, the Lessor shall follow the instructions of the Lessee. The Lessor may deviate from the instructions of the Lessee if the interests of the Lessee so require or if the instructions of the Lessee are contrary to the Lessor's fire and safety regulations. In such a case, the Lessor shall notify the Lessee immediately.
- (e) If the Lessee gives an unlawful, inappropriate or unprofessional instruction, the Lessor must warn him in writing. If the Lessee maintains the instruction despite the warning, the Lessor may withdraw from or terminate the Contract or may carry out the task in accordance with the Lessee's instructions at the Lessee's risk. The Lessor shall refuse to comply with an instruction if its execution would lead to a breach of the law or an administrative decision, would be contrary to the Lessor's fire or safety regulations or would endanger the person or property of others.
- (f) The Lessor shall provide the Services to a high standard, with the utmost skill and care, in accordance with prevailing professional practice and custom and in compliance with the laws in force at the time.
- (g) The Lessee shall be liable to third parties in relation to the provision of the Services, and the Lessor shall be liable only to the Lessee for any failure to provide the Services properly.
- (h) The representatives of the Lessee may not directly instruct the representatives and employees of the Lessor.

5.2 Sales of tickets

- (a) If the Parties so provide in the Contract, the Lessor shall provide on-site or online ticket sales services to the Lessee.
- (b) As part of the on-site ticket sales service, the Lessor
 - (i) provide space at the Facility's information desk on the day of the Event for the Lessee to sell tickets to the Event using the Lessee's own equipment and employees; or
 - (ii) sell tickets for the Event at the cash desk of the Facility, using its own equipment and employees, at the price set by the Lessee, from the date of the announcement of the Event until the start of the Event, during the opening hours of the Facility.
- (c) In the context of online ticket sales, the Lessor sells tickets using the ticket sales system operated by Városliget Zrt. and available on the website www.ligetplusz.hu (hereinafter referred to as the "**Ticket Sales System**"). The Lessee declares that he/she has read and understood the general terms and conditions for the use of the Ticket Sales System by consumers.
- (d) In the context of online ticket sales, the User must.
 - (i) to provide the Lessor with all information and data necessary for the sale of tickets; and
 - (ii) provide the Lessor with the content and materials necessary for the performance of the Contract and the rules for the redemption of tickets.

- (e) In the context of online ticket sales, the Lessor - the Lessee 5.2(d) 5.2.2.2 - shall, provided that the obligations of the
 - (i) sell the Tickets through the Ticket Sales System; and
 - (ii) have the event recorded in the Ticket Sales System.
- (f) The Lessee warrants that the content and materials provided to the Lessor for the sale of tickets are not subject to any third party rights that would restrict or hinder the Lessor in the performance of the Contract. If a third party should assert a claim against the Lessor as a result, the Lessee shall be liable in the place of the Lessor and against the third party asserting the claim.
- (g) The Lessor is entitled to sell the tickets at the purchase price set out in the Contract.
- (h) The Lessor is responsible for the 5.2(b)(i) 5.2.2 is provided for a flat fee, payable as part of the Rental Charges.
- (i) The Lessor is responsible for the 5.2(b)(ii) 5.5.2 and the 5.2(c) shall be provided in return for a commission equal to 8% of the gross revenue from the sale of the tickets, which shall cover the Lessor's costs in connection with the sale of the tickets. The service fee under this clause shall be settled by the Parties in such a way that the Lessor shall send the Lessee a statement of the tickets sold within 5 (five) working days after the event. The Lessee shall be entitled to make comments on the statement within 3 (three) days of receipt. Thereafter, the Lessor shall invoice the system usage fee for the tickets sold on the basis of the statement and transfer to the Lessee the balance of the gross proceeds after deduction of the system usage fee, on the basis of the Lessee's duly issued invoice.
- (j) The Lessee shall be liable for any claims and damages arising from the cancellation of the Event or other consumer claims and damages related to the Event based on the tickets sold and shall indemnify the Lessor against such claims and damages without delay.

5.3 Clothing

- (a) The use of the cloakroom in the foyer of the Facility is provided by the Lessor.
- (b) The cloakroom service is available from 10:00 am to 10:00 pm on the day of the Event and is included in the Lease Fee.
- (c) There are lockable lockers on level -1 of the Facility, free of charge.
- (d) The Lessor is not responsible for valuables in the cloakroom and lockers.

5.4 Hosts, technician

- (a) The Lessor shall provide hosts for the Event in a sufficient number that it deems necessary, and the Lessee shall co-operate with the hosts provided by Lessor according to safety considerations applicable. The number of staff is set out in Appendix 2 to the GTC.
- (b) The fee for such host Service provided under clause 5.4(a) is part of the Lease Fee.

- (c) The Lessor will provide additional hostels to the required number of hostels if requested by the Lessee.
- (d) The Lessor will also provide technical services to the Lessee if the Lessee requests so. The description of the Technical Services is set out in Annex II to the Contract.
- (e) For the Host and Technician Services under Clauses 5.4(c) and 5.4(d), the Lessee shall pay a separate fee pursuant to 5.1(b).
- (f) The Lessor is entitled to instruct the hosts and technicians provided under this clause and the Lessor is liable for any damage caused by them to the Lessor, the Lessee or third parties lawfully present in the Premises.

5.5 Sound and light equipment, musical instruments

- (a) The Lessor is obliged to provide the sound and lighting equipment, stage equipment and musical instruments to the Lessee in accordance with the preliminary technical scenario in Annex IV to the Contract, the price of which is included in the Lease Fee.
- (b) If the Lessee requires the provision of additional technical equipment or musical instruments and related Services after the conclusion of the Contract, the Parties shall agree on the provision of such additional technical equipment or musical instruments according to clause 5.1(b).

5.6 Cleaning

- (a) The Lessor provides a basic daily cleaning service from 9:30 am to 9:30 pm every day of the week, which is included in the Lease Fee.
- (b) The basic service covers:
 - (i) occasional cleaning and refilling of water closets,
 - (ii) picking up dead pieces of litter,
 - (iii) professional cleaning up of spills/fluids in the evening.
- (c) If the Lessee requires additional cleaning services, the Parties shall agree on the additional cleaning services to be provided according to 5.1(b).
- (d) The additional cleaning service covers the following activities:
 - (i) picking up litter,
 - (ii) sweeping the envelope,
 - (iii) mopping the floor,
 - (iv) fingerprint removal from glass surfaces up to 2 meters high,
 - (v) dusting of horizontal surfaces up to 2 meters in height.
- (e) The Lessee shall return to the Lessor the areas used by itself and the public and other access areas and service premises used for their access, cleaned and in the same state as when they were taken over.

- (f) If, in addition to the services specified in b) and d), additional extra cleaning is required or becomes necessary in connection with the Event, the Lessee shall order this from a service provider specified by the Lessor at its own expense.

5.7 Security service

- (a) The basic security service will be determined by the Lessor according to the operational (daily) operation of the Facility, the use of which is mandatory for the Lessee. The basic service shall be provided by 2 security guards from 7:00 am to 7:00 pm, as specified in the guarding instructions.
- (b) The basic security service fee under clause 5.7(a) is part of the Lease Fee.
- (c) If, based on the Lessee's requirements, circumstances arise which affect the operational operation and property protection of the Facility, the Lessor may require the Lessee to order additional security guards directly from the security organisation contracted by the Lessor.
- (d) The additional security service can only be ordered from a service provider specified by the Lessor.

6. Fees and payment terms

- 6.1 Lessee shall pay a fee as consideration for the rental of the Leased Premises and the provision of each Service.
- 6.2 The net Lease Fee set out in the Contract (hereinafter referred to as the "**Lease Fee**") includes the following fees: net fees for the Services set out in Clauses 5.2(b)(i); 5.3(b); 5.4(a); 5.5(a); 5.6(a) and 5.7(a).
- 6.3 The Services not mentioned in clause 6.2, as well as any other services subsequently ordered by the Lessee after the conclusion of the Contract according to Clauses 5.1(b)5.1(b), and where applicable, any additional net charges pursuant to Clause 8.8 (hereinafter referred to as the "**Additional Charges**", together with the Lease Fee the "**Fee**") shall automatically increase the Lease. Parties shall account for any Service fee related to Clause 5.2(i) separately to the Fee.
- 6.4 The deposit (hereinafter referred to as the "**Deposit**") will be calculated on the basis of the Lease Fee. The Lessee shall pay the Deposit in advance by bank transfer to the Lessor's bank account on the basis of the prepaid fee request sent to the Lessee. An invoice for Deposit shall be issued and sent to the Lessee after the payment fulfilled to the Lessor's account.
- 6.5 Within 3 (three) days of the completion of the Contract, the Lessee shall provide a written confirmation of completion, upon receipt of which, or in the event of failure to meet the deadline, the Lessor shall be entitled to issue an invoice for the Fee. The Lessee shall pay the Fee, in excess of the Deposit paid, by bank transfer within the payment deadline indicated on the invoice sent by the Lessor.
- 6.6 In the event of late payment by the Lessee, the Lessor shall apply the provisions of 6:155 (1) of the Civil Code, from the date of default.

7. Lessor's rights and obligations

- 7.1 The Lessor shall hand over the Leased Premises, together with all fixtures and fittings, to the Lessee in good condition and fit for their intended use for the Lease Term. The Lessee shall not be entitled to refuse to take possession on the grounds of minor defects or deficiencies which do not prevent the proper use of the Premises. The suitability of the Leased Premises for the Lessee's intended use and the Lessor's obligations in this respect shall be assessed on the basis of the condition as at the date of handover.
- 7.2 The Lessor warrants that it is entitled to rent the Leased Premises and provide the Services during the Lease Term and warrants that no third party has any right to prevent or restrict the Lessee from using the Leased Premises in accordance with the Contract.
- 7.3 Unless otherwise provided for in the Contract, the warranty under clause 7.2 does not preclude the Lessor from entering into a rental agreement for the purpose of holding or preparing for the holding of an event on other premises or areas outside the Leased Premises at the same time as the Event, or from holding its own event there. In the Foyer of the Premises and other service and public areas of the Premises (such as restrooms and passageways), exclusivity is granted only if expressly provided for in the Contract.
- 7.4 The Lessor is entitled to check compliance with the terms of the Contract at any time during the Contract Period without prior notice.
- 7.5 The Lessor, with the assistance of the security service of the House of Music Hungary, shall be entitled to inspect the persons involved in the preparation of the Event, during the Event and at the dismantling of the Event, on the basis of the list of the Event's contributors and staff as per clause 8.7(a).
- 7.6 Lessee's contact person may verify in written and oral form for the Lessor the entry and stay of persons who are not included in the list according to point 8.7(a) in the Leased Premises or in the areas of the House of Music Hungary which are closed to public traffic by means.
- 7.7 In the absence of proper identification, the Lessor may refuse entry to and stay in the Lease Area and the areas of the House of Music Hungary closed to the public.
- 7.8 The Lessor, as host is entitled to greet the guests at the Event, provided that the Lessor has indicated this to the Lessee prior to the Event.

8. Rights and obligations of the Lessee

- 8.1 The Lessee undertakes to carry out the Event to be held in the Lease Area at its own expense and risk, in accordance with the provisions of the Contract, in compliance with the law and the regulations of the House of Music Hungary, with the proper use of the Lease Area and payment of the Fee.
- 8.2 The Lessee declares that he/she is aware of the activities of the House of Music Hungary and declares that the Event organised by itself complies with Clause 3.3, does not conflict with the main activities of the House of Music Hungary and is worthy of its artistic value and character. It declares that it

will not engage in any conduct that would lead to a negative perception of the House of Music Hungary.

- 8.3 The Lessee shall not impede the unhindered access of the visitors of the House of Music Hungary to the permanent and temporary exhibitions of the House of Music Hungary or other areas open to the public, except in the event that the House of Music Hungary is closed earlier than usual due to preparations for the Event, and undertakes to minimise the volume of the preparations during the opening hours of the House of Music Hungary. The Lessee is also obliged to keep the loading routes and other areas affected by construction work tidy and clean at all times.
- 8.4 As the organiser, the Lessee undertakes to be responsible for all matters related to the on-site preparation, organisation, construction, conduct and dismantling of the Event, including the conduct of the individual public programmes.
- 8.5 The Lessee shall ensure compliance with all legal and other requirements applicable to the holding of the Event, including but not limited to the health and safety regulations applicable to the Event and the provisions of the Emergency Regulations 5/2006 (II.7(8.3.2006) and the provisions of the Government Decree 23/2011 (III.8.) on making the operation of music and dance events safer, to make all notifications and obtain all permits required for the holding of the Event, and to make all payments (e.g. copyright royalties, cultural contributions). The Lessee expressly acknowledges that, as the organiser of the Event, it is a user as defined in the royalty statement of the ARTISJUS Hungarian Copyright Office, and as such is liable to pay the royalties. The Lessee undertakes that if the Lessor incurs any payment obligation or other damage as a result of the Lessee's breach of this clause, the Lessee shall reimburse the Lessor within 8 (eight) days of receipt of the Lessor's notification to this effect.
- 8.6 The Lessee, the Lessee's performance assistants and the Lessee's contributors shall at all times comply with the instructions of the staff and the security guards of the House of Music Hungary, the provisions of the House Rules of the House of Music Hungary [[mzh-hazirend.pdf \(magyarzenehaza.com\)](#)], the security and fire safety regulations [[mzh-tuzvedelmi-szabalyzat-2022.pdf \(magyarzenehaza.com\)](#)], as well as the applicable accident prevention regulations and legislation. The Lessee shall be liable for any accidents or damage resulting from failure to comply with these regulations. The Lessee shall inform all persons involved in and attending the Event of the above regulations. By signing the Contract, the Lessee declares that it has read and understood the Rules and Regulations and the rules and regulations referred to in this clause. The Lessee shall be liable to the Lessor for any damage resulting from any breach of the above rules and regulations of the Premises.
- 8.7 The Lessee shall deliver to the Lessor, no later than at the time of signing the Contract.
- (a) a document setting out the parameters for the overall organisation of the Event (including preparation and follow-up), as well as the staffing and technical requirements, indicating the times of entry and exit, and a list of the persons and auxiliary staff to be involved in the organisation of the Event;
 - (b) the Event's layout plan, installation plan; and
 - (c) the preliminary scenario of the Event (the scenario provides a detailed schedule and programme from the start of the deployment through the event to the end of the deployment and assigns a professional leader/contact person during the construction/demolition activity).

The above documents will form Annex IV to the Contract once signed.

- 8.8 The Parties agree that the parameters set out in Clause 8.7 and the terms and conditions set out in the Contract may be deviated from by the Lessee only with the written consent of the Lessor, which shall be recorded in a separate protocol. The Lessor reserves the right to allow such deviation for an additional fee, which shall be set out in writing by the Parties as an addendum to the Contract.
- 8.9 The Lessee shall submit the final version of the documents referred to in clause 8.7 to the Lessor in writing for approval no later than the 15th (fifteenth) day prior to the Event. The Lessor shall check, in particular, but not exclusively, for any discrepancies with the previously submitted documents and whether the final documents comply with the regulations set out in Clause 8.6, the applicable legislation and these GTC. If on the basis of the examination, the Lessor finds that the final documents do not comply with any of the conditions, it shall invite the Lessee to amend the documents within 3 (three) working days on the basis of the criteria indicated by the Lessor and to resubmit them to the Lessor for approval.
- 8.10 If the Parties are unable to agree on the final content of the documents referred to in clause 8.7 on the 8th day prior to the date of the Event, the Lessor shall be entitled to unilaterally withdraw from the Contract in writing. In this case, the Lessee shall be obliged to pay the penalty for failure to comply according to Clause 11.7.
- 8.11 Lessee shall comply with the maximum capacity rates indicated in Appendix 2 of the GTC. Otherwise, the Lessor is entitled to take the steps necessary according to Clause 11.3.
- 8.12 The Lessee shall comply strictly with the end times of the move-in and move-out. The Lessee shall ensure and be responsible for the arrival and departure of the service providers (catering company, technical equipment, furniture and production, etc.) to/from the Leased Premises within the time intervals specified in the Contract. The Lessee undertakes to provide any outside persons involved in the running of the Event with distinctive wristbands or other distinguishing signs.
- 8.13 The Lessee is responsible for the proper use and cleanliness of the Leased Premises and its surroundings and access routes. The Lessee shall return the Leased Premises and the access route in their original state, cleaned and tidy. The Lessee shall restore the fixing points of decorative and technical equipment without leaving any trace, and shall return furniture and other equipment provided by the Lessor to their original position.
- 8.14 Lessee may make any alterations, changes or modifications to the Leased Premises only with the prior written consent of Lessor and subject to the obligation to remediate. The costs of any alterations or changes shall be borne by the Lessee, who shall restore the Premises to their original condition within the time limit for removal set out in the Contract following the completion of the Event.
- 8.15 The Lessee declares that the Lessee shall provide for the purchase, transport and arrangement of the equipment required by the Lessee at its own expense. The Lessee declares that the equipment supplied by it to the Facility is certified as suitable for contact protection and suitable for safe operation, and that the Lessee shall be liable for any technical defects, costs and any personal injury caused by the equipment supplied.
- 8.16 The costs related to the preliminary and subsequent storage and transport of artefacts, materials and equipment brought into the Leased Premises by the Lessee shall be borne by the Lessee. The Lessor shall not be responsible for the safekeeping of these objects. The Lessee shall also be responsible for

the cost of obtaining access permits and arranging the use of the site in connection with transport and parking.

- 8.17 The Lessee and any subcontractors, performance assistants, contributors notified by the Lessee may only enter the Leased Premises and the areas of the House of Music Hungary that are closed to the public for access to the Leased Premises with the armband or other distinctive sign provided by the Lessee in accordance with clause 8.12.
- 8.18 The order of entry to the Event and the verification of the right of access ("invitation" or "ticket") shall be determined by the Lessee. The Lessee is responsible for ensuring that the Event is not visited by unauthorised persons.
- 8.19 At the entrance, a member of the Lessor's staff is entitled to check the number of guests admitted and, if necessary, to 11.3 as provided for in clause 11.3. Lessee's representatives shall comply with this instruction from the Lessor.
- 8.20 The Lessor permits the Lessee to take photographs, and record the Event by means of video and/or audio recording for his own use and for promotional purposes. The Lessor shall grant the Lessee the right to use the images and recordings for promotional purposes, provided that the Lessee may only publish images and recordings that have been approved in advance by the Lessor.
- 8.21 The use of images and recordings for other purposes not mentioned above is subject to a separate agreement.
- 8.22 The Facility hosts temporary exhibitions, typically in the Lobby and Library. Where such exhibitions are displayed in the Leased Premises, the Lessee acknowledges that they remain part of the Leased Premises for the duration of the Lease Term. The Lessee may request information from the Lessor in advance about the current exhibitions. Moving or packing of installations forming the content of temporary exhibitions may only be carried out by the Lessor's staff after prior agreement. The Lessee shall pay the Lessor for the costs incurred by the Lessor in connection with the moving and packing of the installations.

9. Responsibility

- 9.1 The Lessor is entitled to full compensation under civil law for any damage suffered by the Lessee or for which the Lessee is responsible. The Lessor has informed the Lessee in advance of the scope of the damage that may be caused, which includes, in particular, but is not limited to, compensation for direct and indirect damage to the building, damage resulting from the cancellation of the Lessor's programmes due to the damage and the loss of profit for the Lessor.
- 9.2 The Lessee shall be solely liable for any damage caused to the Lessor or third parties by himself, his representative, employee, subcontractor, assistant, contributor or any other person participating in the Event. For these, he/she shall be liable in accordance with the relevant provisions of the Civil Code as if it had acted as such.
- 9.3 The Lessee shall also be liable for any damage caused by persons who have participated in the conduct of the Event or the Event without authorisation.

- 9.4 The Lessee's liability does not extend to damages arising out of the provision of the Services, unless they are attributable to the Lessee's acts or omissions.
- 9.5 The Lessor accepts no liability whatsoever for any items brought to the Event Venue by the Lessee, the Lessee's employees, subcontractors, vicarious agents, contributors or participants to the Event.
- 9.6 The Lessor shall not be liable in the event that any other event taking place in the vicinity of the Leased Premises results in access to the Leased Premises being impeded or obstructed, or if the Lessee's Event is cancelled as a result.

10. Insurance

- 10.1 The Lessee is obliged to take out and maintain a combined liability insurance policy for the duration of the Lease in accordance with the terms of this Chapter.
- 10.2 Subject to its general and event organiser's liability under the Contract, the Lessee shall take out a combined liability insurance policy with a minimum combined limit of indemnity of 25.000.000,- HUF/damage/duration for damage which it may cause as a Lessee to the Lessor, to the users of the services, to guests and performers visiting the Event or to third parties. The Lessee shall maintain the required insurance cover throughout the Lease Period, including during the construction and dismantling of the Event.
- 10.3 The insurance contract and cover shall apply only to the Leased Premises and the activities carried out therein.
- 10.4 The combined liability insurance cover must include general, event organiser and product liability insurance cover.
- 10.5 The event organiser's liability insurance must cover the Lessee's activities as an event organiser:
- (a) cover for damage to (leased) property used during the event,
 - (b) cover for personal injury and damage to property caused to performers at the event,
 - (c) cover for personal injury and damage to property caused to visitors to the event,
 - (d) cover for damage caused by machinery to roadworks and artificial structures (only if machinery is used)
 - (e) cover for damage caused during loading and moving of equipment,
 - (f) cover for damage to soil and crops caused by trampling,
 - (g) cover for damage covered by the liability of the insured during the use of pyrotechnics (only in the case of the use of pyrotechnics);
 - (h) cover for subcontractors;
 - (i) cover for damage from catering, e.g. food poisoning (product liability insurance).

If one of the above activities is not carried out during the Event, that activity does not need to be covered by the event organiser's liability insurance.

- 10.6 The combined compensation limit of 25.000.000,-Ft must cover all risks (general, event organiser, product liability).

- 10.7 The combined liability insurance contract must include a 1-year extended claim notification period in the event of termination of cover.
- 10.8 The Lessee shall provide the Lessor with the original or a certified copy of the insurance policy(ies) no later than 5 days prior to the Lease Term and the Parties shall attach the same to the Contract as Annex III.
- 10.9 The Lessee may not initiate any changes to the terms and conditions of the insurance without the prior approval of the Lessor.
- 10.10 The Parties stipulate that if the Lessee already has a liability insurance policy that complies with the above conditions, it shall submit it to the Lessor for approval no later than 8 days prior to the Lease Term. If the Lessor has approved in writing the insurance policy sent to the Lessee by the Lessor, then Clauses 10.1 to 10.9 above shall not apply and the parties shall attach to the Contract the insurance policy approved in writing by the Lessor as Annex III.

11. Non-compliance with the contract

- 11.1 If the Lessee fails to fulfil its obligations under the Contract for reasons for which it is responsible, it shall be liable to pay the penalty specified in the following points. In addition, the Lessor shall be entitled to suspend the Event with immediate effect, without any obligation to pay compensation, and shall also be entitled to claim damages from the Lessee in excess of the penalty.
- 11.2 If the Lessee fails to meet the deadline for the installation set in the Contract, the Lessee shall pay to the Lessor a penalty of HUF 100,000.00 (that is one hundred thousand Hungarian Forints) per each hour.
- 11.3 If the actual number of guests at the Event exceeds the maximum capacity set out in Appendix 2 to the GTC or the maximum number of guests otherwise set out in the Contract, the Lessor may refuse entry to persons exceeding that number. The Lessee shall be liable for any resulting damage.
- 11.4 If the Lessee breaches its obligations set out in Clause 15.4, the Lessor shall be entitled to refuse to transfer possession of the Leased Premises until the Lessee has provided representation or until the Lessee's agent or assistant has provided written authority or other written evidence of its right to be represented. In this case, the Lessee may not invoke the Lessor's breach of contract. The Lessor shall be entitled to the full Rent in this case, and the Lessee may not apply for a reduction of the Rent on the grounds that he has taken possession of the Premises at a later date than the date stipulated in the Contract for such reason.
- 11.5 In the event that the Lessee does not use the Leased Premises for the purpose of the Event as specified in the Contract, the Lessee shall pay to the Lessor a penalty equal to 30% of the Lease Fee.
- 11.6 If the Lessee fails to meet the deadline set out in Clause 8.9, the Lessee shall pay a penalty of 1% of the Lease Fee for each day of delay.
- 11.7 If the Contract is terminated for a reason for which the Lessee is responsible, in particular the events listed in clause 12.7, the Lessee shall pay a penalty for default. The penalty for non-performance shall be 40% of the Lease Fee. In particular, the parties shall be deemed to have failed to perform the

Contract if the Lessor terminates the Contract by rescission or immediate termination for the Lessee's breach of the Contract or for any other reason specified in the Contract which has occurred in the Lessee's person.

- 11.8 The Lessor issues a penalty notice for the penalty claim.
- 11.9 If the Lessee does not object in writing to the Lessor's claim for liquidated damages within 5 (five) days of receipt of the notice of claim, the Lessee's claim for liquidated damages shall be deemed to have been accepted.
- 11.10 The Lessee shall pay the penalty within 8 (eight) days of receipt of the penalty notice.
- 11.11 The assertion of a claim for damages by the lessor does not constitute a waiver of any other claims. Acceptance by the Lessor of any non-performance without reservation of rights shall not be construed as a waiver of any claim which the Lessor may have against the Lessee for breach of contract.

12. Cases of termination of the contract

- 12.1 The Contract shall be terminated by its performance, by its ordinary termination or by its termination with immediate effect for serious breach of contract, by the termination provided for in the contract or by law, by withdrawal or by the impossibility of performance of the Contract. In the event of termination, the use of the Leased Premises by the Lessee shall be pro rata temporis and the Lessor shall in any event be entitled to the charges for the Services already provided.
- 12.2 Either party may terminate the Contract at any time by giving notice in writing in accordance with clause 12.3.
- 12.3 In the event of unilateral termination by either Party, the Party giving notice of termination shall pay the other Party the following percentage of the Rent within 8 (eight) days of receipt of the invoice to that effect:
 - (a) 40% of the Lease Fee in the event of termination before the 30th (thirtieth) day of the Event, from the 40th (fortieth) day prior to the Event;
 - (b) 75% of the Lease Fee in the event of termination before the 20th (twentieth) day of the Lease Period from the 30th (thirtieth) day prior to the Event;
 - (c) 100% of the Lease Fee in the event of termination on the 20th (twentieth) day prior to the Event or within 20 days prior to the Event (including the day of the Event).

The Contract may be terminated without penalty on the 40th (fortieth) day prior to the Event.

- 12.4 In the event of termination, the Lessee shall be liable for any obligations already assumed and proven in connection with the Event and for any costs over and above the amount of the penalty paid.
- 12.5 In the event of a serious breach of the Contract, the Party at fault shall be entitled, by written notice to the other Party, to terminate the Contract or any part thereof with immediate effect or to withdraw from it before the start of use.
- 12.6 The Lessor may terminate the Contract with immediate effect if the conduct of persons under the responsibility of the Lessee or a circumstance arising during the technical execution of the event endangers the components and accessories of the Facility or the movable property therein.

- 12.7 The parties shall be deemed to be in serious breach of contract in particular, but not exclusively, if
- (a) The User is in breach of clause 3.1 of the GTC,
 - (b) Lessee breaches any of its obligations under clause 8.2 of the GTC,
 - (c) The Lessee may deviate from the installation plan and scenario set out in clause 8.9 of the GTC without the written permission of the Lessor,
 - (d) Lessee is in breach of its obligations under clause 10.8 of the GTC,
 - (e) Lessee is not using the Leased Premises for the purpose of the Event as set out in the Contract;
 - (f) Lessee is in breach of the provisions set out in Appendix 1 or Appendix 2 of the GTC,
 - (g) The Lessee fails to fulfil its obligations under the Contract,
 - (h) the Lessee fails to fulfil its payment obligations after the Lessor has sent a written request to that effect,
 - (i) The Lessee is in liquidation or winding up.
- 12.8 In the case of clause 12.7(e), if the Lessor becomes aware of the non-compliance during the course of the Event, including the construction of the Event, the Lessor shall require the Lessee to immediately cease the non-compliance. If the Lessee does not cease the breach of contract despite such notice, the Lessor shall be entitled to terminate the Contract with immediate effect. In such a case, the notice of termination with immediate effect shall be delivered to the Lessee's designated contact person and shall be deemed to have been served upon receipt.
- 12.9 The Lessee declares that the grounds for exclusion referred to in Section 25 (1) of the Act on State Property do not apply to itself, and accepts that the Lessor is entitled to terminate the Contract with immediate effect in the event of a breach of Section 25 (2) of the Act on State Property.
- 12.10 The Lessee agrees to the provisions of Article 11 (11) of Act CXCVI of 2011 on National Property ("Nvtv.") and acknowledges that the Lessor is entitled to terminate the Contract without compensation and with immediate effect in the case referred to in Article 11 (12) of the Nvtv.
- 12.11 In the event of early termination of the Contract, the Deposit shall be returned to the Lessee, provided that the Lessor shall be entitled to set off any penalty and any claim for Fees, damages and costs incurred against the Deposit paid to the Lessee.

13. Confidentiality, data protection

- 13.1 The Parties shall be entitled to use the documentation and data obtained in the course of the performance of the Contract solely for the purposes of the Contract. The Parties undertake to treat confidential data and information obtained in the course of the present legal relationship as business secrets and not to disclose, transfer or publish them to unauthorised third parties.
- 13.2 The obligation of confidentiality shall also apply, without time limitation, to the Parties, their employees, associates, subcontractors, assistants or other collaborators, if any, and third parties having any other employment relationship with the Party.
- 13.3 The provisions of Act LIV of 2018 on the Protection of Business Secrets and Act CXII of 2011 on the Right of Informational Self-Determination and Freedom of Information shall apply to trade secrets. The obligation of confidentiality does not extend to information which is public knowledge, public or the disclosure or release of which is required by law or by an official provision, to the extent and to the persons prescribed. Furthermore, information the disclosure of which has been expressly

authorised in writing in advance by the other Party shall be exempt from this obligation of confidentiality.

- 13.4 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 Regulation (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.**").
- 13.5 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 the Lessor - 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. The Lessee further undertakes to provide its own relevant contact person with the Data Processing Notice ("Contractual Contact Data Processing Notice") published by the Lessor on www.magyarzenehaza.com.

14. Vis major

- 14.1 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, in particular:
- (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.
- 14.2 The party claiming force majeure bears the burden of proving that the consequence of the force majeure event on the performance of the contract could not have been avoided by the exercise of reasonable care in the circumstances, or could have been avoided only at a disproportionate cost.
- 14.3 In order for any event of force majeure to be invoked as a factor preventing performance of the contractual obligations in accordance with the above, the party prevented from performing under the Contract must inform the other party of the occurrence of the special circumstances referred to above, providing evidence thereof. Such notification shall be made without undue delay after the Party

concerned has become aware of the existence of circumstances which may be invoked as a ground for exemption from performance of its obligations. Such notice shall also specify the expected period of delay in performance, if this can be assessed at the time.

- 14.4 If the reason for the exemption ceases to apply, the other party must be informed of this fact (also in writing) and, if possible, when the delayed measures due to the special circumstances justifying the exemption will be taken.

15. Contacts, notifications

- 15.1 In order to facilitate effective cooperation, the Parties shall designate contact points in the Treaty.
- 15.2 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.
- 15.3 A change in the contact person does not require a contract amendment.
- 15.4 The Lessee shall be represented at all times during the Lease Period, including during the construction and demolition of the Event.
- 15.5 The Lessee is entitled to give instructions to the Lessor for the Event through its contact person.
- 15.6 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.
- 15.7 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.

16. Miscellaneous provisions

- 16.1 The Parties shall attempt to settle any disputes arising in connection with the Contract amicably between themselves. Should this not be successful within 30 (thirty) days, the Parties may resort to the courts. The Parties stipulate the exclusive jurisdiction of the Central District Court of Buda and the Tatabánya Court of Justice for any future disputes.
- 16.2 Within the scope of the obligation to cooperate, the Parties shall immediately notify each other of any changes affecting the subject matter of the Lease, technical and other Services.
- 16.3 The Contract contains the entire agreement of the Parties. The Parties declare that all previous statements to the contrary of the Contract are hereby superseded.

16.4 In matters not covered by the Contract, Hungarian law, in particular the relevant provisions of the Civil Code, shall prevail.

16.5 The Lessor informs the Lessee that, pursuant to the Nvtv., the Lessor may not validly conclude a contract for the use of the national property with a legal entity or an organisation without legal personality which is not a transparent organisation.

Pursuant to Section 3 (1) (1) of the Nvtv., a transparent organisation is a domestic or foreign legal person, an economic entity without legal personality, which

- (a) the Lessorship structure and the beneficial Lessor as defined in the Act on the Prevention and Combating of Money Laundering and Terrorist Financing,
- (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 Lessorship, influence or voting rights in the entity, the conditions in points (a) to (c) above also apply.

Pursuant to Section 3 (1) (1) of Paragraph 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.

16.6 By signing the Contract in the form of a company signature, the representative of the Lessee declares - in full awareness of his/her civil and criminal liability - that the Lessee fully complies with the conditions set out in clause 16.5 applicable to him/her, and thus qualifies as a transparent organisation pursuant to Section 3 (1) 1. of the Nvtv.

16.7 The Lessee shall inform the Lessor immediately, but no later than within 3 (three) working days, in writing of any change in its Lessorship structure. The Lessee acknowledges that failure to notify the Lessor shall constitute a serious breach of the Contract and the Lessor 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.

16.8 At the same time as signing the Contract, the Lessor shall provide the Lessee with a copy of the energy certificate issued for the Leased Premises in accordance with the content of Government Decree 176/2008 (VI.30) on the certification of the energy characteristics of buildings, with the identification code HET-01350024.

17. Publication and amendment of the GTC

- 17.1 These T&Cs are published on the Lessor's website (www.zenehaza.hu) under the link <https://zenehaza.hu/altalanos-szerzodesi-feltetelek>, the exact URL of which is set out in the Contract.
- 17.2 The Lessor may unilaterally amend 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 prior to the date on which the amendment takes effect.

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Effective: from 15 May 2023

Appendix 1

TECHNICAL REGULATIONS OF THE LESSOR

General guidelines:

- The work processes must be planned, prepared and carried out in such a way that they do not cause danger or harm to the worker or to persons within the scope of the work and that they do not cause damage, injury or deterioration to the building or to objects in the building.
- The protection of outdoor and indoor terrazzo and parquet (flooring) must be designed in such a way that any retrofitted equipment (stage, led wall, aluminium frame, etc.) cannot cause damage or deterioration. The installed devices must not come into direct contact with the floor. In order to protect the flooring, a minimum requirement is a 2 mm thick rubber (Grabo) mat or a min. 1.5 cm thick polyfoam, which is the obligation and responsibility of the Lessee or a subcontractor appointed by the Lessee.
- Only electrical devices with a valid contact protection standardisation review may be installed and used in MZH, in compliance with the relevant professional and legal requirements.
- Connection to the electricity network is only possible at the points and in the manner authorised by the electricity demand previously communicated.
- All persons staying at the House of Music Hungary are obliged to comply with the MZH fire and safety regulations and the house rules.
- Noisy, dusty activities may only be carried out outside opening hours or with prior authorisation.

Material handling, depositing:

- Only the goods lift can be used for transport.
- Lining of freight lifts (floor and side walls, with a minimum of 1 cm thick sponge).
- Material may only be moved by trolleys with rubber wheels.
- In concert halls, auditoriums, lobbies, terrazzo covered areas, trolleys may only be moved on a route covered with a rubber mat in advance.
- Containers, crates and other objects can be unloaded onto rubber mats.
- The floor area under the carousel must be covered with a rubber mat or light-weight felt, at least in the area of the rack/table under the carousel (1,5 m wide).
- Peace cannot be forced into the concert hall and the auditorium.
- The parquet must not come into contact with metal objects.

Purchase and use of electricity:

- The electricity demand in the concert hall or auditorium must be agreed in advance and sent to the service provider in the min. (map drawing with exact details) to the production manager 10 days before the event. On the basis of the demand sent, the MZH will designate the exact location of the electricity connection, which must be respected.
- The provision and installation of cables, extension cords, distributors, distributors, cable holders and cable supports for the connection of electrical devices is the responsibility of the Lessee or a subcontractor engaged by the Lessee, and is not provided by MZH.
- The connection to the electrical circuits of the MZH shall be carried out only under the personal supervision and approval of the technical staff of the MZH.
- In the hallway, max. load per floor box: 2500 watts.

Fire and occupational safety:

- The use of paste and other flammable and explosive substances is prohibited in the building.

- The construction area must be fenced.
- Personal hoists located in the building may only be used with the approval of the authorised MZH staff member and after the handover procedure carried out by him!
- The MZH fire regulations apply to the use of visual elements that generate heat and/or smoke (haze). The use of visual elements involving the formation of heat and/or smoke (haze) shall only be permitted with the prior written approval of the MZH Fire and Safety Representative.
- No dedicated suspension point has been installed in the MZH building. Should a need arise in connection with an event, only prior consultation and approval from the MZH management is required.
- Disabling or covering fire safety equipment (e.g., directional lights) in the MZH building NO
- IT IS TEMPORARILY FORBIDDEN TO NARROW OR BLOCK ESCAPE ROUTES!

Enclosure protection, load capacity

- **IT IS FORBIDDEN TO COVER TERRAZZO SURFACES (E.G.: LOBBY, PUBLIC AREAS) WITH GRABO TAPE, TAPE, DOUBLE-SIDED ADHESIVE, ETC.**
- **IT IS FORBIDDEN TO USE TAPE OR DOUBLE-SIDED GLUE ON THE PARQUET SURFACES (CONCERT HALL, AUDITORIUM)!**
- In the concert hall, only the surface of the stage and mobile stage elements may be covered with marking tape (good quality only) and/or grab tape. Tapes must be removed at the end of the event and, in the case of a multi-day event, removed at the end of the day's programme and re-applied the next day (if necessary).
- The load capacity of slabs must not exceed the following values:

Burdens and impacts

As a permanent load in addition to the structural self-weight in the design:

- the architectural layers, as an aggregate divisive load: 3,00 kN/m²
- the line load of the glass walls calculated with 2,00 kN/m²: 16,00 kN/m²
- the burden of the land on the framework plan in land-loaded areas
in the right places: 18,00 kN/m³
water pressure in the case of water tanks,

the following payloads, partly specified in the standard and partly in the design programme:

- the payload of replacement partitions: 1,50 kN/m²
- exhibition halls, auditoriums, corridors, kitchens,
loads on warehouses 5,00 kN/m²
- offices, staircases, walk-on staircases 3,00 kN/m²
- social rooms, toilets 2,00 kN/m²
- impassable flat roofs 0,40 kN/m²
- mechanical rooms, mechanical yard
(specific engineering equipment loads required in the design
taking into account) 8,00 kN/m²
- auditorium floor hydraulic auditorium and stage technology 8,00 kN/m²
- suspended mechanical and electrical installations 1,00 kN/m²
- each additional suspended loads in exhibition halls, sound dome 2,00 kN/m²
- truck drive-in, loader with EUROCODE G
use class (total weight between 30 kN and 60 kN)
substitute burden sharing 8,00 kN/M²

standard meteorological loads, earth pressure, water pressure from groundwater and buoyancy, and earthquakes were taken into account as potential loads.

The load-bearing capacity of parquet:

- max. 100kg/m²
- point loading:

Any work by third parties in connection with the Event may only be carried out with the prior written consent of the Lessor. Access to the operational areas of the Premises shall be subject to authorisation. The Lessor may inspect the work at any time and may immediately stop any work carried out without permission or with a different content. The Lessee shall be liable to pay compensation for any unlawful work.

In matters not regulated by these Regulations, the procedures shall be in accordance with the applicable legal regulations, technical guidelines, standards and the Lessor's House Rules, so that no damage, injury or deterioration of the House of Music Hungary, the equipment of the Facility may occur, and the work processes do not pose a danger to persons on the premises of the Facility.

Appendix No 2

TECHNICAL DATA OF THE INSTALLATION

Room name	Room floor area (m2)	Capacity - row planting	Capacity - standing bet	Capacity - Gala	Level	Related areas	Minimum hostel staff
Concert Hall	460	320	242	150	Ground floor	Group and soloist dressing rooms, backstage area	4 persons + 1 person to the cloakroom + 1 main coordinator
Auditorium	126	100	66	50	Ground floor	Group and soloist dressing rooms, backstage area	2 persons + 1 person to the cloakroom
Lobby	520	-	320	160	Ground floor	Backstage area	4 persons + 1 person to the cloakroom + 1 main coordinator
Café Square	113	63	59	35	Mezzanine	Terrace	1 person
Library	252	60	-	-	2nd floor		1 person
VIP lounge	40	15	15	-	Mezzanine	Cordoned part of terrace	1 person
Open-air stage	300	150	150	120	Ground floor	Group and soloist dressing rooms, backstage area	1 person