



## GENERAL TERMS AND CONDITIONS

### FOR THE LICENCE AGREEMENTS CONCLUDED BY THE MEDIA SERVICE SUPPORT AND ASSET MANAGEMENT FUND

#### Data of the Media Service Support and Asset Management Fund:

Name: Media Service Support and Asset Management Fund  
Short name: MTVA  
Registered office: H-1037 Budapest, Kunigunda útja 64.  
VAT number: 18091715-4-44  
EU VAT number: HU17781176  
Group identifier: 17781176-5-44  
Bank account number: OTP Bank Plc. 11794008-20541884-00000000  
Represented by: PAPP Dániel CEO

#### I. Interpreting provisions

- 1.1. As used in these General Terms and Conditions, the following definitions shall apply:
- a. **GTC** shall mean these General Terms and Conditions.
  - b. **MTVA:** The Media Service Support and Asset Management Fund, which concludes licence agreements as client, user, customer.
  - c. **Duna Media Service Nonprofit Public Limited Company:** a public service media provider within the meaning of the Act CLXXXV of 2010 on Media Services and Mass Communications (hereinafter: Media Act), a non-profit company owned by the Public Service Media Foundation, whose task is to implement the objectives of public media services as defined in Section 83 of the Media Act and specified in the Public Service Code (hereinafter: Code).
  - d. **Contract:** the GTC, the framework license agreement/contract, including all annexes and documentation, and all documents expressly made part of the Contract by the Parties, concluded for the use of any copyright work or any related rights to copyright (hereinafter: related rights) by MTVA as User Client, Client or Right-holder with the other Contracting Party.
  - e. **Framework license agreement/contract:** a blank form, attached as Annex 1 to these GTC, which defines the specific terms and conditions of the Contract, its content, the time limit for performance and the consideration, and which is concluded by the signing by both Parties.
  - f. **Contracting Party/Right-holder:** the natural or legal person (related right- holder, author or right-holder) entitled to (exclusively) license the rights to use the production, Audio Recording, organisation of a Sports Event, Event and/or related broadcasting rights, with whom the User/MTVA enters into the Contract. The term Contracting Party is hereinafter also understood to include all its contributors.



- g. **Contributor:** a company, natural person or NGO used by the Contracting Party for the performance of the contract pursuant to provisions under Section 6:129 of the Act V of 2013 on the Civil Code (hereinafter: Civil Code).
- h. **Parties:** MTVA and the Contracting Party mentioned collectively.
- i. **Royalty/Fee:** if the Parties agree to a royalty clause, the fee mutually negotiated by the Parties and payable by the User to the Right-holder in connection with the use (including the creation) of the production.
- j. **Licence fee:** a fee mutually negotiated by the Parties, which the User is obliged to pay to the Right-holder in connection with the use of the work, performance, or right of pecuniary value (sports).
- k. **Sports Event:** a competition, match or other event organised by a sports organisation or sports federation, whether or not in a competitive or non-competitive environment, in the presence of participants.
- l. **Event:** a performance, concert or other event that the User intends to broadcast or record.
- m. **Audio Recording:** A work specified in a Individual Contract for the use of which the User enters into a Contract with the Right-holder.

## II. Application of the General Term and Conditions

- 2.1. These General Terms and Conditions (hereinafter: **GTC**) form an integral part of all framework licence agreements/contracts concluded by MTVA (hereinafter referred: **MTVA**), in which MTVA acts as client, user and the subject of which is the licensing to MTVA of any copyright work or related rights or other (sports) right of pecuniary value. The GTC constitute a contractual condition, the acknowledgement and acceptance of which is confirmed by the party contracting with MTVA (hereinafter: **Contracting Party**) by signing the Framework licence agreement/contract (hereinafter collectively: **Individual Contract**) set out in a separate document.
- 2.2. The entire contractual will of the Parties is set out in the Individual Contract, the GTC and other annexes indicated at the time of conclusion of the contract (hereinafter collectively: **Contract**).  
  
Unless otherwise specified, the documents listed in Clause 2.2 constitute the sole and entire content of the Contract, and the signing of the Individual Contract by both parties shall render null and void any prior oral or written agreements between the Parties and all related contractual practices and conditions.
- 2.4. In the event there is a discrepancy between provisions of the GTC and other parts of the Individual Contract of the same subject, the provisions of the Individual Contract stipulated individually shall prevail.
- 2.5. MTVA shall make the contents of these GTC available to the Contracting Party on its website prior to the issuance of the Individual Contract.
- 2.6. The MTVA shall notify the Contracting Party of any amendment to the GTCF 15 (fifteen) calendar days prior to the entry into force of the amendment (publication on the



MTVA's corporate website - currently: [www.mtva.hu](http://www.mtva.hu) - shall also constitute effective notification). In the absence of a statement by the Contracting Party within 15 (fifteen) days (from the date of entry into force of the amendment to the GTC), the amendment shall be deemed accepted.

- 2.7. MTVA reserves the right to transfer (assign) its rights and obligations arising from or in connection with the Contract, in whole or in part, to a third party under the same terms and conditions, subject to written notification of the Contracting Party, to which the Contracting Party expressly consents in advance by signing the Contract or accepting these GTC; in case of assignment, the obligors shall be notified by MTVA on the assignment of the claim specified in Section 6:194(2) of the Civil Code, in a notification set out in Section 6:197(1) of the Civil Code.

### III. Conclusion of the Contract

- 3.1. The Parties shall set out in the Individual Contract annexed to these GTC the specific rules for the use of copyright work/related rights, other rights of pecuniary value (sports). The Parties shall consider the Individual Contract to be a legal statement constituting a contract, the signing of which by both Parties shall constitute a Contract between the Parties. The Parties record that the Contract between them is validly concluded upon its duly signing by both Parties:

a.) is realized by signing the paper-based document;

b) the electronic document is authenticated by a qualified electronic signature by a third-party trust service provider;

c) in a mixed procedure, on the basis of which it is realized by the use of a paper-based signature by one party and a qualified electronic signature by the other party, in which case the certificate certifying the authenticity of the electronic signature is filed and kept electronically by the MTVA.

In the case of a company signing with an electronic signature, the processing of personal data contained in these GTC is carried out in accordance with Article XIV.

- 3.2. For the period between the commencement of pre-contract negotiations and the signing of the Individual Contract by all parties - unless this is contrary to the express provisions of law - due the complexity and routine of its operations as well as the rapid changes in market conditions, the MTVA shall exclude the binding effect of the price quotation under Section 6:64 of the Civil Code, therefore the MTVA shall not be bound by any obligation prior to signing the deed by all parties. The valid conclusion, amendment or termination of the Contract requires a deed with full probative value. The acceptance of the Individual Contract by the Parties by means of their separate electronic declarations in accordance with these GTC will also qualify as signing a Individual Contract. In this case, the Contract is concluded when the last legal declaration is received by the other Party.
- 3.3. In each case, the Parties shall specify the subject matter of the contract, the deadline for performance and the fee in the Individual Contract.
- 3.4. The specific provisions, quantitative and qualitative parameters related to the performance shall be laid down by the Parties in the Individual Contract or in the



documents annexed thereto, as appropriate.

- 3.5.** Apart from these GTC, the Individual Contract and the documents annexed to it, no other documents, including documents or correspondence resulting from prior consultations between the Parties, shall form part of the content of the Contract, unless the Parties have made express provision to the contrary in writing in the Individual Contract.
- 3.6.** In the Individual Contract, the Parties shall define the scope of all activities and services which the Contracting Party undertakes to provide. The activities and services specified in the Individual Contract shall be interpreted in accordance with the laws, professional standards and the rules of the Hungarian language, and no extension in this respect shall be permitted.
- 3.7.** For the conclusion of the Contract, the MTVA shall be entitled to request authentic documents (e.g. company certificate, specimen signature) in support of the authorisation of representation or equivalent documents under the domestic law of the Contracting Party.
- 3.8.** During concluding the Contract, the Parties expressly exclude any contractual provisions of other contractual relationships previously in force or currently in force between them - unless they provide otherwise - and all contractual practices and conditions relating to the foregoing. By way of reference to Section 6:78 (3) of the Civil Code, the Contracting Party expressly declares that it has understood and accepted the above information.
- 3.9.** The Contracting Party declares and unconditionally warrants that it is entitled to make the legal declaration in the name and on behalf of the person who makes a commitment through the Individual Contract, and who is an incompetent minor or a minor of limited legal capacity, incompetent adult or adult of partially limited legal capacity, or a person of legal age in need of assistance due to the partial loss of his/her discretionary ability in certain matters, and that all documents, certificates and consents required by law for the making of such a declaration are available to him/her at the time of concluding the contract. If a legal representative acts on behalf of the Contracting Party, the legal representative declares and unconditionally warrants that he/she has the right of legal representation independently or has a power of attorney authorising the exercise of the right of legal representation independently and, if required by law, that the minor's opinion has been previously obtained and taken into account in relation to the legal relationship which is the subject of this contract. The Contracting Party further declares that it is aware of the concept and legal consequences of misrepresentation set out in Section 6:14 of the Civil Code, and with the fact that it shall be fully liable to reimburse MTVA for all damage incurred in the course of the conclusion of this contract as a result of violating or pretending to violate the rules of the right of representation.
- 3.9.** If the Contracting Party is a legal representative of the legally incompetent or a minor with limited capacity, he/she declares and makes an unconditional guarantee that either the right of legal representation belongs to independently him/her or is authorized to exercise the right of legal representation independently, and, if required by law, the minor's prior opinion has been sought and taken into account in relation to the legal relationship covered by this contract.



Contracting Party further declares that he/she is aware of the provisions of the Civil Code. 6:14. § with the notion and legal consequences of misrepresentation, as well as he /she shall pay MTVA in full any damages incurred in concluding this contract as a result of fraud or breach of the rules on the right of representation.

- 3.10.** The Contracting Party acknowledges that, in view of MTVA's outstanding social, cultural and economic role, as well as its duties, as well as its obligations arising from legislation, it is entitled, if necessary, to take individual measures limiting the rights of the Contracting Party guaranteed in the contract, which, however, do not qualify as part of the individual contract and/or of the provisions contained in these General Terms and Conditions on the part of MTVA, with the provision that the above measure may not result in the substantial legal interests of the Contracting Party becoming significantly more burdensome.

#### **IV. Performance of the Contract**

- 4.1.** The Contracting Party shall perform the Contract by complying with the applicable legislation - in particular the provisions of the Act CIV of 2010 on the Freedom of the Press and the Fundamental Rules of Media Content, the provisions of the Media Act - and shall also act in accordance with the provisions of MTVA's internal policies during the performance of the Contract. By signing the Individual Contract, the Contracting Party recognises that it is familiar with the relevant policies of MTVA, and accepts the contents thereof as binding.
- 4.2.** The Contracting Party furthermore declares by signing the Individual Contract that it has read and accepted the relevant provisions of the Code and the specifications in the regulations on the principles and tasks of public media services in force, and in the regulation created on the basis of legislative authorisation, and accepts their content as binding during the performance of the Contract.
- 4.3.** The Contracting Party shall perform its obligations in relation to the performance of the Contract in accordance with the contents of these GTC, the Individual Contract and its Annexes. Any activity not specifically specified in the Contract which is necessary for the performance of the Contract is also included in the performance. It is the responsibility and risk of the Contracting Party to assess the possible scope and extent of these tasks.
- 4.4.** In the course of performance, the Contracting Party shall act in the interest of MTVA, in accordance with its instructions and in compliance with the legislation in force and the professional and ethical standards.
- 4.5.** If the MTVA gives an inappropriate or unprofessional instruction, the Contracting Party shall warn the MTVA. The Contracting Party shall be liable for any damage resulting from a failure to warn. If the MTVA insists on its instructions despite of being warned, the Contracting Party may withdraw from the contract or perform according to the MTVA's instructions at the MTVA's risk, unless such performance would violate a law or an official regulation or would endanger the life, physical integrity or property of any stakeholder.
- 4.6.** The Contracting Party warrants that the performance is contractual and that the



performance is suitable for the purpose which the Parties have agreed in the Contract or which is obvious from the circumstances known to the Contracting Party.

- 4.7.** The performance shall be deemed to be contractual if the Contracting Party has performed in accordance with the schedule indicated in the Individual Contract, in compliance with the instructions of MTVA, on time, without defects and in full and in accordance with other requirements set out in the Contract.
- 4.8.** The Parties shall cooperate closely with each other in the performance of the Contract and shall promptly inform each other of any reason which prevents, restricts or delays performance. The party who delays or fails to provide the information is liable for damages that would not have occurred if the information had been provided in time.
- 4.9.** The Contracting Party shall inform the MTVA of its activities and the status of the task, with or without request, if necessary. The Contracting Party shall inform the MTVA in due course if new circumstances arising in the course of performance justify a possible amendment of the instructions or may in any way affect performance.
- 4.10.** MTVA may audit the conformity of the performance at any time during performance and notify the Contracting Party of any errors or deficiencies. The Contracting Party shall immediately correct or otherwise remedy any errors or omissions notified to it. In the event of failure to do so, MTVA may withdraw from the Contract and terminate it with immediate effect, with settling accounts regarding the consideration for the works already performed. MTVA's failure or improper performance of the audit shall not constitute a discharge of the Contracting Party's liability.
- 4.11.** The Contracting Party shall notify the MTVA without delay of the performance of the Contract and of any fact affecting/influencing the performance of the Contract.
- 4.12.** The Contracting Party may use a Contributor as set out in advance in the Individual Contract. If the use of the Contributor becomes necessary after the conclusion of the Contract, or if it becomes necessary to use another person instead of the Contributor previously named in the Individual Contract, the Contracting Party may do so with the prior written consent of MTVA. The Contracting Party shall be liable for the Contributor lawfully used as if the work had been carried out by the Contracting Party itself. In the event of unauthorised use of a Contributor, the Contracting Party shall also be liable for any damage that would not have occurred without it. In particular, but not exclusively, the Contracting Party may also be liable for damages if the Contributor fails to properly fulfil its obligations under the Contract or if the Contributor fails to meet the deadline for performance and MTVA suffers damage as a result.
- 4.13.** The Contracting Party shall undertake full warranty that the activity covered by the Contract will be carried out on behalf of the Contracting Party only by a natural person who is employed by the Contracting Party in full compliance with the applicable labour, tax, social security and other employment legislation and in relation to whom all related notification and registration obligations have been fulfilled in a proper and verifiable manner. Upon specific request by MTVA, the Contracting Party shall without undue delay prove compliance with the provisions of this clause by presenting the relevant documents, which shall not, however, release it from its obligation to indemnify. The



Contracting Party shall be bound by an obligation to indemnify with respect to compliance with the provisions set out in this clause, and MTVA shall not be liable in this respect. In the event that MTVA or Duna Media Service Nonprofit Public Limited Company (hereinafter: public service media provider) is condemned by the authority competent to monitor compliance with the employment legislation in connection with the employment of a natural person performing the services specified in the Contract on behalf of the Contracting Party, the Contracting Party shall immediately pay to MTVA the amount of the fine imposed on MTVA and/or the public service media provider, or the amount of any other material damage suffered by MTVA and/or the public service media provider.

- 4.14.** If the Parties so stipulate in the Individual Contract, MTVA shall provide the Contracting Party with the site necessary for performance at a time and in a manner sufficient for the Contracting Party to be able to perform in accordance with the Contract.
- 4.15.** The means, material and human resources and equipment necessary for the performance of the Contract shall be provided by the Contracting Party, unless the Parties stipulate otherwise in the Individual Contract. Their cost will be included in the remuneration or (royalty) fee (including where the consideration for the Contract is free of charge) fixed in the Individual Contract and payable to the Contracting Party.
- 4.16.** If the Parties transfer assets to the other Party for any purpose in connection with the Contract, the other Party shall return them in the condition in which they were received, excluding depreciation due to natural wear and tear. The Parties shall be fully liable for any damage caused to the assets transferred and entrusted to the other Party, irrespective of the fault of the Parties.
- 4.17.** If the performance of the Contract requires access to the premises of the MTVA and/or the public media service provider or to another separately guarded location, the Contracting Party shall provide the MTVA with the complete and full information required for this purpose, as required by the internal regulations in force at the time, within a time limit that allows access to be granted at the time of performance, and shall submit to the security measures required for access.
- 4.18.** The Contracting Party shall comply fully with all rules and regulations applicable to the site made available to it by MTVA and shall remain within the limits of its right of access and stay. The Contracting Party shall protect the objects and equipment located at the place of performance or in connection therewith, and shall ensure the uninterrupted work or presence of persons present there and the performance of the public task of the MTVA. The Parties exclude MTVA's liability for any damage resulting from the breach or failure to comply with this obligation.
- 4.19.** In the course of performance, the Parties shall immediately notify each other of any damage to property or personal injury that may have occurred to the assets handed over, to the premises made available or to other assets in the possession of the persons staying there, and shall take all reasonable measures to mitigate the damage.
- 4.20.** The Contracting Party shall also cooperate with other persons acting on behalf of MTVA,



as well as with other parties involved in the project related to the Contract. If there are several persons working simultaneously or successively at the place of performance, or if the result to be achieved by the performance requires the coordinated action of several persons, the Parties shall mutually do everything falling in their competence to ensure that the works are carried out in an economical and coordinated manner, taking into account each other's interests.

- 4.21. During the performance of the Contract, the Parties shall expressly exclude the application of the general terms and conditions of the Contracting Party or of any of its clauses.
- 4.22. The Party contracting with MTVA undertakes to provide all detailed information to the right-holder of related rights or author to the extent required by copyright law, and to undertake warranty for legal defects and full indemnification for all claims (and to reimburse MTVA in full) in the event that the right-holder seeks to enforce its request for data against MTVA but MTVA fails to do so for administrative reasons or for any other reason (including reasons within MTVA's control or attributable to MTVA).
- 4.23. The Contracting Party declares and undertakes that, in the event that it carries out for MTVA any activity related to the operation of UAS (unmanned aerial systems), the UAS operator carrying out such activity for MTVA shall be provided with the following, necessary for the proper performance of the operation:
  - a) UAS(s) built to a standard or with the parameters required by the relevant legislation and capable of safe flight;
  - b) valid compulsory liability insurance covering the above UAS;
  - c) official authorization(s) (certificate of competency) required for the UAS category and operation in question, as determined by Regulation (EU) 2019/947 of the Commission;
  - d) the case-by-case official authorization(s) required for the performance of the operation (case-by-case airspace authorization, case-by-case airspace authorization limited for environmental reasons, other authorizations).

The Contracting Party shall have an obligation to indemnify, as a legal consequence, with regard to any violation, omission concerning the above provisions, and to any infringement or breach of contract resulting from such violation, omission.

The Contracting Party hereby acknowledges, with regard to the above provisions, that in case of any reproach against the MTVA and/or the public service media provider by any organizations resulting from a violation of the above provisions, the organization in question may demand indemnification from the Contracting Party for the entirety of the damage - even if the performance was otherwise accepted as contractual. The Contracting Party undertakes to transfer the amount of full pecuniary damage suffered by MTVA or the public service media provider as a result of its infringement of legal regulations, charges for non-pecuniary damage and the amount of pecuniary advantage realised by infringement to the bank account specified by the given party, within 5 (five) business days from the formal notice of the given party.





If the MTVA and/or the public service media provider is fined or becomes subject to any other payment obligation in relation to the provisions above, to prevent any damage, the Contracting Party shall directly pay the amount of the penalty - irrespective of remedy against the decision - to the beneficiary or the given party based on the information and dispensations provided by the given party, with such information containing a copy of the decision, by the deadline specified in such information.

Due to the above liability, the Contracting Party acknowledges that a third party submitting a claim with regard to the above provisions may contact or sue directly the Contracting Party, and the Contracting Party shall participate, as obligor, in the procedure at the request of the given party, the MTVA or the public service media provider.

- 4.24.** By reason of to MTVA's outstanding social, cultural and economic role and tasks due to its special situation, as a condition of access to MTVA's headquarters, sites and other locations designated by MTVA as such, MTVA may request – to maintain safe working conditions - from the Partner or the person personally involved in the performance of the contract at the above locations to certify certain medical data (especially in the event of an epidemic, vaccination).

The entry and residence rights, conditions and possible restrictions are regulated by the CEO's instructions on the rules of entry and stay at the headquarters and premises of the Media Service Support and Asset Management Fund in force at any time. The detailed conditions of entry and stay are contained in the entry regulations available on the general publication list, and the Partner is obliged to follow any changes in these regulations during the performance of the Contract.

The Contracting Party declares that it has understood the above and undertakes to inform all persons who personally act in the provision of the service undertaken by the Contracting Party to MTVA of this regulation without delay, and employs only such persons at the above locations or, if necessary, the Contract provides an opportunity to use contributors who comply with the above rules and provide proof of the credit set out in this point.

By signing this Contract, the Contracting Party expressly declares that it notes and acknowledges that MTVA may refuse entry to the person wishing to enter if the required conditions are not met for the person wishing to enter or if the person seeking entry does not or does not provide credible proof and duly acknowledges that in this case it will not be relieved of the legal consequences of the non-contractual performance of the service undertaken by it, nor will it invoke the breach of contract on the part of MTVA or the obligor's conduct that would make it impossible for the obligor to perform the contract. If this clause is in conflict with any provision of the contract, this provision shall apply. To the extent that this clause supplements (and does not detract from) any related provision of the contract, the two provisions shall apply together.

## **V. Remuneration, royalty, payment terms**

### **5.1. General provisions concerning the payment terms**

- 5.1.1** The Parties shall determine the value of the rights to use - the fee (royalty) for such rights - established in the Individual Contract as the sum specified in the Individual Contract.



In the case of free license or provisioning of services, the invoicing procedure shall be governed by relevant, current Hungarian legal provisions. Other than those outlined in Paragraph (3) of Section 82/B of Act LXXVI of 1999 on Copyright (hereinafter referred to as: the Copyright Act), the Right-holder shall be given no share of the revenue due to the authors of the works indicated by the publication and which the publishers of such publications are entitled to after the usage of their publications by service providers providing information society services. The Right-holder shall expressly renounce its claim for any such fees and provide for the enforcement of the provisions of this Clause in contracts concluded with beneficiaries.

The Parties acknowledge that by exercising this right, the Contracting Party expressly waives the right to revoke or prohibit the permission to disclose or to prohibit the further use of the Work (and any performers' rights contained therein) by signing this contract. [Szjt. Section 53 (1)]. The fee for waiving this right is expressly included in the fee payable for the Right-holder.

When determining the remuneration for the licence to use, the Contracting Party shall take into account, in particular if it (also) concerns a supplementary online service, all its characteristics, including the duration of the availability of the service, the potential audience and the available language versions.

The Parties stipulate that by signing the Contract, the Contracting Party expressly waives its right to revoke the authorisation granted for the publication of the Work (and any related rights of a performer contained therein) or to prohibit its further use with reference to any serious ground [Paragraph (1) of Section 53 of the Copyright Act]

The consideration for the waiver of such right is expressly included in the fee payable to it. If the Individual Contract is free of charge, the Contracting Party, the Contracting Party is aware – within the scope of its obligation to provide security and to compensate for the total damage in excess of that as set out in Paragraph (2) of Section 53 of the Copyright Act – that, regarding the intended comprehensive use of the works and performances utilised and created in connection with the Contract, including in particular any use for television or radio purposes, and also taking into account the broadcast programming processes and the safety of broadcasting, MTVA may claim compensation for the additional costs incurred by the breach of contract [including any consequential damages, in particular, expenses related to the change of the program schedule and additional activities carried out in good faith by MTVA or its sub-licensee (program promotion, etc.), and for any loss of profit].

- 5.1.1 Acceptance of contractual performance by the Contracting Party may be carried out in the name of the User by the manager of the organizational unit specified in the Individual Contract, or a person appointed as deputy by and for such person. The User shall pay, by way of credit transfer, the entire fee (royalty) for the right to use, and the fee for the services provided by the Contracting Party after the issuance of the performance certificate by the User - in accordance with the content of the performance certificate and with relevant legislation - within 45 (forty-five) calendar days from the date of receipt of the invoice issued. The amount is considered paid when it is debited from the User's bank account by the credit institution managing the User's bank account.



- 5.1.2 The Contracting Party shall attach the first copy of the performance certificate to the invoice as an annex. The Contracting Party acknowledges that if the invoice is not issued in the manner specified in the Contract, it will not be accepted by User, the consequences of which will be borne by the Right-holder.
- 5.1.3 The invoice shall be submitted to: MTVA Economic and Asset Management Directorate (H-1037 Budapest, Kunigunda útja 64.). Electronic invoices may only be submitted to the e-mail address eszamla@mtva.hu. Invoices sent to the email addresses of MTVA's employees cannot be considered as a contractual, regular submission of an e-invoice, therefore they are not considered acceptable by MTVA. The invoice must include the full name, registered seat and tax number of the MTVA, as buyer, the group identification number of MTVA, and, in case of a foreign partner, the EU tax number of such partner, and also the subject of the order and, where relevant, the title of the production.
- 5.1.4 The Contracting Party shall provide the MTVA with the data necessary for the transfer by recording it in the identification information section of the Individual Contract, and he/she shall provide notification any changes thereof in writing without delay. MTVA shall not be liable for the consequences of the failure to communicate or provide notification of the change. In the event of a change in the registered office / address of the Right-holder, letters sent to the old address until the communication of the new registered office / address shall be deemed delivered and have legal effect, even if the return receipt is returned with a marking “not collected”, “moved”, “addressee unknown” or with another marking of similar content.
- 5.1.5 Performance shall be certified to the Contracting Party on basis of a certification of completion, issued in the format required by the MTVA and as attached in the Annex to the Individual Contract, by the contact person designated by the MTVA for this purpose.
- 5.1.6 The MTVA shall not be liable for any default resulting from the invoice not being submitted with the content and/or in the format specified in these General Terms and Conditions, or not being in compliance with current legislation and therefore being rejected by the MTVA.
- 5.1.7 If the Contracting Party is a natural person, the MTVA shall act regarding the tax withholding and reporting obligations concerning the payable fee, as well as the reporting and payment obligations concerning any contributions payable after the fee, in accordance with current legislation, on the basis of the declaration on taxation and contribution payment provided to the MTVA.
- 5.1.8 If the Contracting Party is a legal entity, it shall perform all budgetary reporting and payment obligations concerning the fee paid under the Contract in accordance with current legislation, and no obligation or liability whatsoever shall bind MTVA in this respect - unless otherwise declared by legislation or a contractual provision of the Individual Contract.
- 5.1.9 The payment of the fee or the signing of the performance certificate shall not be construed as a waiver of the right to contest the performance, nor as the Contracting Party becoming exempt from any of its obligations under the Contract.



## **5.2. Remuneration with regard to a sporting event**

- 5.2.1 The Parties hereby agree that the Right-holder shall provide its services concerning the performance of the television broadcast - as specified in Clause "*Organisation of the broadcasting of Sports Events*" of these General Terms and Conditions - against the fee specified in the Individual Contract or free of charge.
- 5.2.2 If the television broadcasting rights and other rights to use are not provided to the User free of charge, the payment of the royalties specified in the Individual Contract shall be carried out in accordance with Clause "*General provisions concerning the payment terms*" of these General Terms and Conditions.

## **5.3. Remuneration with regard to an event**

- 5.3.1. The Parties shall determine the value of the rights to use - the fee (royalty) for such rights - established in the Individual Contract and the remuneration for the services provided under Clause "*Recording of events*" of these General Terms and Conditions as the sum specified in the Individual Contract.

## **5.4. Order for the services of a performer or author and remuneration for the use of the services of a performer or author**

- 5.4.1. The MTVA shall be obligated to pay to the Contracting Party the fee specified in the Individual Contract and/or Occasional Orders against the full and contractual performance of the obligations outlined in the Individual Contract and/or Occasional Orders.

## **VI. Breach of contract, defective performance**

- 6.1.** The Contracting Party will be in breach of the contract in particular, but not limited to, in the following cases:

- a) falling in delay with the performance;
- b) frustration of the contract due to any cause attributable to the Right-holder;
- c) performance not in accordance with the contract, that is defective performance;
- d) it violates provisions of current legislation, relevant standards of the MTVA, the Individual Contract or the Code.

- 6.2.** In case of repeated breach of contract by the other Party, the Parties shall be entitled to terminate the Contract with immediate effect, provided that the Party committing the breach of contract fails to cease its breach of contract and/or remedy the consequences of such breach of contract within the deadline (at least 5 (five) calendar days) specified in the relevant notification - with the exception of cases where the setting of a secondary deadline is infeasible because of the nature of the service. The provisions of this clause shall not apply to cases of material breach of contract as described under Clause 6.3; in case of a material breach of contract, the Contract may be terminated with immediate effect.

- 6.3.** The Parties may terminate the Contract in writing with immediate effect in the event of a material breach of contract by the other Party. The following events shall qualify, in particular, but not limited to, as a material breach of contract:



- a) the Right-holder falling in delay with the performance of any of his/her contractual obligations, and failing to perform such obligation within a second deadline of 5 (five) days after receiving notification from the other Party;
  - b) the Right-holder failing to contractually perform his/her contractual obligations, and failing to remedy the issue within a second deadline of 5 (five) days after receiving notification from the other Party;
  - c) the performance becomes impossible for a reason for which the other party is responsible;
  - d) frustration of the Contract due to any cause attributable to the Contracting Party/Right-holder;
  - e) Right-holder breaches his/her confidentiality obligation, the MTVA's reputation or its economic interests;
  - f) Right-holder violates provisions of current legislation, relevant standards of the MTVA, the Individual Contract or the Code;
  - g) the cases outlined under Clauses 8.1.3, 9.1.3, 9.1.5, 9.2.3, 9.2.6.
- 6.4.** In case of a breach of contract by the Right-holder, the User may enforce the following penalties:
- a) in case of default, a default penalty may be charged;
  - b) in case of non-performance, a cancellation penalty may be charged and the User may withdraw from the Contract;
  - c) in case of defective performance, penalty for defective performance may be charged;
  - d) enforcement of claim for damages;
  - e) termination with immediate effect.
- 6.5.** The Parties hereby declare that, in case of a breach of any of the provisions of the current legislation and/or the Code (and, in general, of the standard concerning the principles and obligations associated with public media services) by the Right-holder, the User shall be entitled to withdraw from the Contract if the services have not yet been used, or to terminate the Contract with immediate effect if the services have already been used.
- 6.6.** The Parties hereby agree that if performance of the Contract fails, is cancelled or the User withdraws from the Contract for reasons attributable to the Contracting Party/Right-holder, the Right-holder shall pay a cancellation penalty to the User, in accordance with the rate and amount specified in the Individual Contract. The Parties hereby agree that, in case of a default by the Right-holder with regard to any of its contractual obligations, a default penalty shall be charged for each calendar day from the first day of the default, with the royalty serving as the base of the penalty and the rate of the penalty determined in the Individual Contract. If the Contract is free of charge (free of charge), then the amount of the penalty is HUF 150,000 net, i.e. HUF one hundred and fifty thousand.
- 6.7.** The Parties hereby agree that in case of non-contractual performance of the Contracting Party's/Right-holder's obligation under the Contract, the Right-holder shall be obligated



to pay a penalty

- a) to the User against the fee (royalty), at the rate specified in the Individual Contract,
- b) in case of a breach of exclusivity, equal to the sum specified in the Individual Contract,
- c) or, if the use of the material is authorized use free of charge, equal to the penalty for defective performance as specified in the Individual Contract.

- 6.8.** The Right-holder shall be obligated to pay the penalty to the User by bank transfer within 8 (eight) calendar days from the relevant written notice of User, and the User may, at its discretion, enforce its claim for the penalty with deductions from fees payable to the Right-holder under the Contract, or by offsetting any other claims of the Right-holder against the User. In addition to the above, the User shall be entitled to claim compensation from the Right-holder for any damages exceeding the value of the penalty. The payment of a penalty shall not exempt the Right-holder from the obligation for contractual performance.
- 6.9.** In the event of default by the Right-holder, the User shall be entitled to withdraw from the Contract - without providing an additional deadline -, or may terminate the Contract with immediate effect, and shall also be entitled to enforce a claim for penalty.
- 6.10.** Even if the services provided by Right-holder are divisible, the legal consequences of the Right-holder's breach of contract shall affect the entire Contract, and the User shall be entitled to exercise its rights resulting from the breach in respect of the entire Contract.
- 6.11.** If the Right-holder commits an interim breach of contract, the User may exercise its rights arising from the breach of contract in respect of the entire Contract.
- 6.12.** In the event of a breach of any provision of the Contract by User, the Right-holder shall not be entitled to withhold his/her own due service (or a proportionate portion thereof).
- 6.13.** Any acceptance of the performance or partial performance of the Contracting Party, and the issuance of the performance certificate by the MTVA shall not constitute a waiver of rights arising from a breach of contract.
- 6.14.** In case of a breach of contract attributable to the Contracting Party, the Contracting Party shall not be entitled to the fee, and, if the fee has already been paid, it shall be obligated to repay the fee within 15 (fifteen) calendar days after receiving the relevant notice from MTVA. MTVA shall be entitled to withdraw from the Contract or to terminate the Contract with immediate effect if the performance becomes infeasible due to reasons attributable to the Contracting Party, particularly if a default or defective performance reaches such an extent that it results in a lapse of interest on the side of MTVA with regard to the performance of the Contract. Termination of the Contract for such reasons will constitute termination for reasons attributable to the Contracting Party. The Parties shall consider, without discretion and in case of a deadline stipulated in days, any default exceeding 15 days to be grounds for such termination.



- 6.15. Enforcement of a claim for penalty for non-performance shall preclude claims for default penalties and penalties for defective performance.
- 6.16. The payment of the penalty shall not exempt the Contracting Party from any other legal consequence of a breach of contract, particularly compensation for damages resulting from the breach of contract. In addition to the penalty, the MTVA shall also be entitled to claim compensation for damages resulting from the breach of contract and exceeding the value of the penalty.
- 6.17. The MTVA shall be entitled to terminate the Contract if the Contracting Party violates a material contractual obligation and fails to remedy such violation within 5 (five) days after receiving the relevant written notice. The notice shall not be a prerequisite for the termination of the Contract if the MTVA cannot be reasonably expected to maintain the Contract in light of the severity of the breach of contract. If the Contract is terminated for such reasons, the MTVA shall be entitled to claim a penalty for non-performance. The Right-holder shall perform the contract by complying with applicable legislation - in particular the Media Act and Act CIV of 2010 on Freedom of the Press and Basic Rules of Media Content (Media Content Act) - and the provisions of the Contract.
- 6.18. The Right-holder declares that they have read and accepted to be bound by the standards delivered by the MTVA (relevant standards of the MTVA and the Code), the content of such standards, and the provisions of standards applicable based on current legislation and prepared on basis of legislation on the principles and tasks of public media services or the authorization granted on basis of such legislation; any breach of such provisions shall constitute material breach of contract.
- 6.19. If the MTVA (or, in the case of a transfer under Clauses 8.1.1, 8.2.1, 8.3.1, 8.4.1, 8.5.3, 8.6.5, 8.7.1, the public service media service provider engaged in usage) is condemned by any organization in connection with the Contract and its performance, or if an additional payment obligation is imposed on it, the Right-holder shall transfer the full amount for the elimination of the damage directly to the beneficiary or the MTVA (or, in the case of transfer under Clauses 8.1.1, 8.2.1, 8.3.1, 8.4.1, 8.5.3, 8.6.5, 8.7.1, to the public service media service provider engaged in usage), before its payment deadline, on the basis of and in accordance with the information and instruction received from MTVA, also containing the copy of the decision, irrespective of any appeal against the decision and the determination of the relevant amount.
- 6.20. Without prejudice to provisions of the preceding paragraphs, the Right-holder undertakes to transfer the amount of full pecuniary damage suffered by MTVA or the public service media provider, as user, as a result of its infringement of legal regulations in force or the breach of contract, charges for non-pecuniary damage and the amount of pecuniary advantage realised by infringement to the bank account specified by MTVA, within 5 (five) business days from the formal notice of MTVA.

The Parties agree that if performance of the Contract fails, is cancelled or MTVA withdraws from the Contract for reasons attributable to the Right-holder, the Right-holder shall pay frustration penalty to MTVA of an amount specified in the Individual Contract, or of an amount specified in the Individual Contract in relation to authorised use free of charge.



- 6.21.** Taking into account that MTVA is an economic operator financed with public funds and that the licenses it manages constitute part of public service media assets, in cases deemed to be a material breach of the Contract (including, in particular, breach of exclusivity, breach of legal regulations, and verbal and written instructions relating to the Contract, the Party fails to perform his/her duties as performer undertaken under the Contract, or fails to appear at the time, place and for the purpose undertaken in the Contract, or the performance of the Party and/or his/her co-performer fails to reach the expected professional standard), MTVA may - prior to use - withdraw from the contract, or - after the start of use - cancel the contract with immediate effect, and - with regard to public service media programme editing processes and broadcasting security - may claim compensation for additional costs incurred by breach of contract [including possible consequential damage, including in particular, as such, expenditures relating to modification of the programme schedule and to previous activities (programme promotion etc.) carried out in good faith by MTVA, lost economic advantage].
- 6.22.** The Party/Right-holder shall pay the penalty by bank transfer within 8 (eight) days from the relevant written notice of MTVA, and MTVA may at its discretion enforce its claim for the penalty with deductions from fees payable to the Party/Right-holder under the Contract, or by offsetting any other claims of the Party/Right-holder against MTVA.
- 6.23.** The Parties agree that MTVA incurs substantial (often substantial) costs for the recording of performances, in relation to which the Partner/Right-holder acknowledges that he/she may lawfully revoke the licence under this Contract, relating to the use of already completed recordings only if he/she reimburses to MTVA its costs incurred in connection with the recording.

## **VII. Guarantee, warranty**

- 7.1.** The Right-holder represents and unconditionally warrants that unless provided otherwise in the Individual Contract, it holds an exclusive right to conclude the Contract and to grant the licences (or ensure transfer of economic rights) set out in the Contract. Pursuant to such warranty of title, MTVA (or the public service media provider, as user, in relation to transfer referred to in Clauses 8.1.1, 8.2.1, 8.3.1, 8.4.1, 8.5.3, 8.6.5, 8.7.1) shall not be financially or legally liable to either the Party or third parties within the scope of use authorised under the Individual Contract, therefore liability of the public service media provider (or the public service media provider, as user, in relation to transfer referred to in Clauses 8.1.1, 8.2.1, 8.3.1, 8.4.1, 8.6.3, 8.7.5, 8.8.1) in relation to any claims made by either the Party or third parties is excluded. Having regard to the warranty and direct liability obligation of the Party, MTVA or the public service media provider may direct any third party with a claim relating to authorised use under the Individual Contract to the Author-Performer/Right-holder, subject to information on the direct liability obligation.
- 7.2.** Unless provided otherwise by the Parties, the Party is subject to warranty of title and implied warranty in relation to the services provided and intellectual works created for MTVA as a result of the Contract or performance of the Contract.
- 7.3.** With regard to its warranty of title obligation, the Party warrants that there are no third





party rights limiting, preventing or excluding the acquisition of rights by MTVA and use of the provided services or intellectual works.

- 7.4. The Party is subject to an implied warranty obligation for performance in accordance with the contract. Performance relating to the provided service or intellectual work is in accordance with the Contract, if it meets requirements set out in the Contract, official requirements, and requirements of feasibility, efficiency and modernity.
- 7.5. The Parties may set out a guarantee obligation in the Contract under provisions of the Individual Contract, which is without prejudice to the *ipso iure* implied warranty obligation.
- 7.6. The Party warrants its lawful procedure, and should any organisation authorised to apply sanctions penalise MTVA and/or the public service media provider with regard to an infringement relating to performance by the Party, arising from the activity or omission of the Party, the Party shall pay full compensation for any damage suffered by MTVA and/or the public service media provider as a consequence, even if MTVA had otherwise accepted performance as being in accordance with the Contract.
- 7.7. The Party shall transfer the amount subject to its payment obligation arising from its guarantee or warranty obligation to the bank account specified by MTVA within 5 (five) business days from the payment notice of MTVA. If MTVA and/or the public service media provider is fined or subject to any other payment obligation in relation to the activity of the Party, to prevent any damage, the Party shall directly pay the amount of the penalty - irrespective of remedy against the decision - to the beneficiary or MTVA based on information and provisions provided by MTVA, containing a copy of the decision, by the deadline specified in such information.
- 7.8. The limitation period of the claim of MTVA shall be suspended by any notification, payment notice or any data provision notice sent to the Party.

## **VIII. Licences and broadcasting rights**

### **8.1. Licences for use of audio recordings**

- 8.1.1 The Parties agree that pursuant to the Media Act, the licence(s) to the Audio Recording under the Individual Contract - within the scope defined in the Individual Contract, including in particular during the licensing period - constitutes part of the public service media assets, and therefore User has the right to transfer the Audio Recording to the public service media provider without separate permission or fee payment obligation for the purpose of public broadcasting, based on which the public service media provider shall acquire a licence to the Audio Recording up to the extent determined in the Individual Contract.
- 8.1.2 The Right-holder, as producer of the audio recording or based on the legal relationship with the producer of the audio recording, represents and unconditionally warrants that, unless provided otherwise in the Individual Contract, it exclusively holds the rights defined in the Individual Contract and in Clause 8.1, granted to the User, allowing the granting of such rights to third parties, and that it shall enter into the necessary contracts with appropriate provisions for such purpose, with particular regard to agreements



concluded with the author(s) and performer(s). The User (and the public service media provider, as user, in relation to the transfer referred to in Clause 8.1.1) is not financially or legally liable to the original creators and performers of the Audio Recording, or to any other persons involved in the production of the Audio Recording. The Right-holder warrants that it shall be directly liable for any third party claims, including in particular copyrights, related rights and personality rights claims; the liability of the User (and of the public service media provider, as user, in relation to the transfer referred to in Clause 8.1.1) shall be excluded in relation to the above; based on such direct liability, third parties asserting such claims may turn directly to or sue the Right-holder, and the User may directly direct third parties to the Right-holder, subject to information on the direct liability obligation of the Right-holder. The warranty of title and liability obligation set out in the clause hereunder shall be without prejudice to the data provision and royalty payment obligation of the User (or public service media provider) toward the collective management organisation.

- 8.1.3 In case of an exclusive licence, the Right-holder warrants that during the right- holding period the Audio Recording will not be broadcast by any other terrestrial or satellite channel in the territory of Hungary (other than by media services of the public service media provider). Having regard to the transfer of related rights set out in the Individual Contract, the Right-holder warrants that it shall not license related (licence) rights to any other third parties relating to the Audio Recording after conclusion of the Individual Contract. Breach of provisions of this clause constitutes a serious breach of contract by the Right-holder.
- 8.1.4 The Right-holder declares that it is aware of other relevant policies of the Code and the User, and accepts the contents thereof as binding upon itself. Should the Right- holder breach any provision of the Code and other relevant policies, the User may enforce legal consequences set out in Clause VI.

## **8.2. Licences for use of finished works**

- 8.2.1. The Parties agree that pursuant to the Media Act, the licence(s) to the production set out in the Individual Contract - within the scope defined in the Contract, including in particular during the licensing period - constitutes part of the public service media assets, and therefore User has the right to provide the production to the public service media provider without separate permission or fee payment obligation for the purpose of public broadcasting, based on which the public service media provider shall acquire a licence to the production up to the extent determined in the Contract.
- 8.2.2. The Right-holder represents and unconditionally warrants that unless provided otherwise in the Individual Contract, it holds an exclusive right to conclude the Contract. Pursuant to such warranty of title, the User (or the public service media provider, as user, in relation to transfer referred to in Clause 8.2.1) shall not be financially or legally liable to third parties within the scope defined in the Clause “*Creative activity subject to remuneration*” of the Individual Contract, therefore the Right-holder shall be directly liable for any third party claims; the liability of the User (or the public service media provider, as user, in relation to transfer referred to in Clause 8.2.1) is excluded within this scope.



8.2.3. Having regard to the warranty and direct liability of the Right-holder, the User has the right to direct any third party to the Right-holder in relation to claims made within the scope defined in the Clause “*Creative activity subject to remuneration*” of the Individual Contract, subject to information on the direct liability obligation.

### **8.3. Licences relating to the broadcasting and recording of an Event**

8.3.1. The Parties agree that pursuant to the Media Act, the licence(s) to the production relating to the Event concerned - within the scope defined in the Individual Contract - constitutes part of the public service media assets, and therefore User has the right to provide the production to the public service media provider without separate permission or fee payment obligation for the purpose of public broadcasting, based on which the public service media provider shall acquire a licence to the production up to the extent determined in the Individual Contract.

8.3.2. The Right-holder represents and unconditionally warrants that – save for major licence beneficiaries defined by the Right-holder in the Clause “*Major licence authors*”, in the Individual Contract, with whom the User directly enters into a contract – as the organiser of the Event, it exclusively holds all licences related to the Production as set out in the Contract and granted to the User, which may also be transferred to third parties, the Right-holder has liability for damages/obligation to indemnify in respect of the correct indication of major licence beneficiaries.

8.3.3. The Right-holder declares that it has entered into the contracts necessary for use to the extent defined in the User Contract with all authors, creators, performers and other persons (including possible creators of underlying works) involved in the creation and staging of the Event before the execution date of the Contract. Having regard to the above, the Right-holder shall be directly liable for any third party copyright, related rights and personality rights claims; the liability of the User (and of the public service media provider, as user, in relation to the transfer referred to in Clause 8.3.1) shall be excluded in relation to the above. Due to the direct liability of the Right-holder, the third party asserting such claim may directly contact or sue it; upon the request of the person concerned or the User, the Right-holder shall participate in the proceedings as obligor, and User may direct any third parties directly to the Right-holder, subject to information on the direct liability obligation of the Right-holder.

8.3.4. The Parties unanimously declare that in each case the audio and audiovisual productions created of the Event by audio and audiovisual recording (and possibly by cutting, editing etc. of the recording) by the User are deemed to be an audio recording or cinematographic work within the meaning of the Copyright Act, and User is deemed to be a producer of the audio recording or the film. Having regard to the above, the recording permission of the performers performing at the Event and the recording permission of the authors (basically a filming permit in relation to audiovisual recordings) is deemed to be given for all subsequent use. The Parties agree that User shall pay the fee to the performers for public broadcasting of single reruns beyond a single broadcast and a single rerun within one year through the collective management organisation of the performers, within the framework of collective management.

8.3.5. The Parties agree that User shall pay the fee of public broadcasting, reproduction distribution and public screening to film-makers represented by the (currently voluntary) collective management organisation through the voluntary collective management



organisation of film-makers.

#### **8.4. Licences and broadcasting rights relating to Sports Events**

- 8.4.1. The Parties agree that the licence to the production produced by recording of the Sports Event - within the scope defined in the Contract, including in particular during the licensing period - constitutes part of the public service media assets in accordance with provisions of the Media Act, and therefore User has the right to provide the production to the public service media provider without separate permission or fee payment obligation for the purpose of public broadcasting, based on which the public service media provider shall acquire a licence to the production up to the extent determined in the Individual Contract.
- 8.4.2. The Right-holder represents and unconditionally warrants that it holds an exclusive right to hold the Sports Event defined in the Clause *“Data on the Sports Event”*, according to which the Right-holder is required to announce, execute, organise the Sports Event, hold related events in accordance with laws in force, and to incur costs related thereto.
- 8.4.3. The Parties agree that under the terms and conditions set out in the Contract, including in particular, but not limited to the Clauses *“Recording of Sports Event”* and *“Permitted method of the public broadcasting of the production”* of the Special Contract, and Clause 8.4.1 of the GTC, the User acquires a right to record the Sports Event and to use the production produced on the basis of recordings. The Parties agree that in addition to the licences set out in Clauses *“Recording of Sports Event”* and *“Permitted method of the public broadcasting of the production”* of the Special Contract, and Clause 8.4.1 of the GTC,  
The Parties agree that irrespective of reference to the provisions *“Sub-licensing to third parties”*, *“Right to produce, broadcast and transfer summaries”* of the Individual Contract and other provisions of the Contract, User has the right to license the use of segments (“access to news rights”) to linear audiovisual media service providers, in each case of a duration of at least 90 seconds, subject to reimbursement of costs, within 24 hours from the event.
- 8.4.4. The Right-holder represents and unconditionally warrants that as organiser of the Sports Event, it exclusively holds all licences related to the Sports Event, granted to the User under the Contract, which may also be transferred to third parties.
- 8.4.5. The Right-holder declares that it has entered into a contract with all relevant persons and organisations involved in holding the Sports Event prior to the execution date of the Contract, which grants all licences to the User under the Contract related to the Sports Event. Based on the foregoing, the Right-holder agrees to be directly liable for any third party copyright, related rights and personality rights claims brought against the User - and the public service media provider in relation to a transfer referred to in Clause 8.4.1 - in connection with the recording of the Sports Event, production and broadcasting of the television (radio) programme, and the use thereof in accordance with the Contract; the liability of the User - and of the public service media provider, as user, in relation to the transfer referred to in Clause 8.4.1 - shall be excluded in relation to the above.



Due to the direct representation of the Right-holder, any third party submitting such a claim may seek or sue the Right-holder directly. Right-holder shall also be obliged to participate in the proceedings as obligor on the call of the person concerned or the User, and the User may direct the third party directly to the Right-holder, while providing information on the direct obligation of the Right-holder to indemnify.

## **8.5. Licenses - Assignment of copyright activity in relation to the use of copyright and copyrighted works**

8.5.1 By signing the Contract, Right-holder agrees that MTVA will record the production under the Contract, created also by the adaptation of the lyrics and/or songs written by the Author, and that the audio recording and/or audiovisual (television) recording made in this way, as well as the production created from the recording, will be used to the extent specified in the Contract, if necessary by adaptation (editing, cutting).

8.5.2 With the Contract, Right-holder grants MTVA permission to use the whole or part of the production without territorial limitation for the right-holding period specified in the Contract, i.e. they give permission to:

- a) perform the Work, record the audio and/or video of the performance for public broadcasting, and for any other purpose permitted by the Contract,
- b) create the production by editing the recordings of the performance containing the Work (by editing, cutting, etc.),
- c) have the right to reproduce the recordings of the Performance containing the Work on analogue or digital media in any number (the right to reproduce includes the right to copy the recording to a computer on an electronic medium),
- d) use the production (including in each case the performance containing the Work recorded therein) as specified in the Individual Contract, as per the “*Method and extent of use of the production (including the Work recorded in it in each case) and of the copyright work*”, or as specified in the Occasional Orders attached to the Individual Contract,
- e) to archive the audio and/or video recording of the presentation of the Work, and the production itself, and to store them in a database, as well as to assign this right to another organization.

In the case of an exclusive license, Right-holder undertakes that the work will not be used by third parties (other than the media services of the public service media provider) during the right-holding period, in the ways and to the extent permitted by the Contract for MTVA. Breach of the exclusivity obligations constitutes a material breach of contract by the Author / Right-holder.

The Parties agree that pursuant to the Media Act, the licence(s) to the production set out in the Individual Contract - within the scope defined in the Contract - constitutes part of the public service media assets, and therefore MTVA has the right to provide the production to the public service media provider without separate permission or fee payment obligation for the purpose of public broadcasting, based on which the public service media provider shall acquire a licence to the production up to the extent



determined in the Contract.

- 8.5.4 Contracting Party / Right-holder declares and undertakes an unconditional warranty that he has the exclusive right to enter into this contract and to sign the licenses set forth in the contract. Pursuant to such warranty of title, MTVA (or the public service media provider, in relation to transfer referred to in Clause 8.5.3) shall not be financially or legally liable to either the Right-holder or third parties within the scope of use authorised under the Individual Contract, therefore liability of MTVA (or the public service media provider, in relation to transfer referred to in Clause 8.5.3) in relation to any claims made by either the Contracting Party or third parties is excluded, and Right-holder shall act as a sole guarantor.

With account to the warranty and direct liability of the Right-holder, MTVA may refer any third party directly to the Right-holder with respect to any claim within the scope set forth in Clause 8.5.2, by providing information on the obligation of direct obligation to indemnify.

**8.6. Licenses in relation to the use of copyright works, orders for performing arts activities and the use of performing art performances**

- 8.6.1 By signing the Contract, Right-holder agrees that MTVA will record the presentation of scenes and songs (Performance) under the Contract, created also by the adaptation of the lyrics and/or songs written by the Contracting Party, and that the production created from the audio recording and/or audiovisual (television) recording made in this way - if necessary, by adaptation (editing, cutting) -, including the performing artist's performance (Performance), will be used to the extent specified in the Contract.

With the Contract, Right-holder grants MTVA permission to use the whole or part of the Performance and its recordings, and the production created on their basis (including the recorded performance), without territorial limitation for the right- holding period specified in the Contract, in the ways specified below, i.e. they give permission to:

- record the audio and video of the performance for public broadcasting, and for any other purpose permitted by the Contract,
- create the production by editing the recordings of the performance (by editing, cutting, etc.),
- have the right to reproduce the recordings of the Performance on analogue or digital media in any number (the right to reproduce includes the right to copy the recording to a computer on an electronic medium),
- use the production (including in each case the performance recorded therein) as specified in the Individual Contract, as per the Clause "*Method and extent of use of the production (including the Performance recorded in it in each case) and of the copyright work*", and as specified in the Occasional Orders,
- to archive the audio and/or video recording of the Performance, and the production itself, and to store them in a database, as well as to assign this right to another organization.



8.6.2 By signing this contract, Right-holder agrees that MTVA will broadcast the performer's performance under this contract (Performance) to the public, record it also in a way that allows re-broadcasting (transmission), create a audio recording / film production (Production) suitable for transmission from the recorded audio and/or audiovisual (television) recording - as necessary, by way of reworking (in particular: redaction, editing) -, and use the Production or parts thereof containing the performing arts performance in the manner specified in this Contract - should the Individual Contract not specify otherwise -, in whole or in part, without any territorial, temporal or numerical limitation, in a way that may also be transferred to third parties. Right-holder further consents to the archiving and storing in a database of the audio and video recordings of the Performance, as well as to the transfer of this right to another organization.

Right-holder declares and warrants that it will at all times exercise/enforce through a collective management organisation its right to license and charge for recording that allows recording and for communication to the public in any other ways, such as broadcasting or wired transmission (on demand use).

8.6.3 Right-holder gives consent to MTVA to take photos or make video recording of them, in connection with the Production under this contract, and store it in their database and use it in connection with the Production in MTVA's online platforms and program magazines, or in the event of publishing the Production in written form or in sound recording on any media carrier, as well as in connection with its PR, advertising and marketing activities related to the Production and the publication. The permission to disclose the image recording provides MTVA with an exclusive license, which can be transferred to a third party, in connection with the completed program, for an indefinite period of time without territorial restrictions.

8.6.4 In the case of an exclusive license, Right-holder undertakes that the work will not be used by third parties (other than the media services of the public service media provider) during the right-holding period, in the ways and to the extent permitted by the Contract for MTVA. Breach of the exclusivity obligations constitutes a material breach of contract by the Right-holder.

8.6.5 The Parties agree that pursuant to the Media Act, the licence to use the Performance concerned, and the production, as permitted by the Contract - and within the scope defined in the Contract - constitutes part of the public service media assets, and therefore MTVA has the right to provide the Performance and the production to the public service media provider without separate permission or fee payment obligation for the purpose of public broadcasting, based on which the public service media provider shall acquire a licence to the production up to the extent determined in the Contract.

## **8.7. Licences for the use of films**

8.7.1 Parties agree that pursuant to the Media Act, the licence(s) to the production concerned - within the scope defined in the Contract, including in particular during the licensing period - constitutes part of the public service media assets, and therefore User has the right to provide the production to the public service media provider without separate permission or fee payment obligation for the purpose of public broadcasting, based on



which the public service media provider shall acquire a licence to the production up to the extent determined in the Contract.

- 8.7.2 Right-holder, as film producer or on the basis of their legal relationship with the film producer, represents and unconditionally warrants that, unless provided otherwise in the Individual Contract, it exclusively holds the rights defined in the Clause “*Method and scope of using the production*” of the Individual Contract, granted to the User, allowing the granting of such rights to third parties. The User (and the public service media provider, as user, in relation to the transfer referred to in Clause 8.7.1) is not financially or legally liable to the original creators and performers of the production, or to any other persons involved in the production. Right-holder warrants that it shall be directly liable for any third party claims, including in particular copyrights, related rights and personality rights claims; the liability of the User (and of the public service media provider, as user, in relation to the transfer referred to in Clause 8.7.1) shall be excluded in relation to the above; based on such direct liability, third parties asserting such claims may turn directly to or sue the Right-holder, and the User may directly direct third parties to the Right-holder, subject to information on the direct liability obligation of the Right-holder. The warranty of title and liability obligation set out in the clause hereunder shall be without prejudice to the data provision and royalty payment obligation of MTVA (or the public service media provider) toward the collective management organisation.
- 8.7.3 Right-holder agrees that the User is entitled to use the audio content of the original language version provided with the production in order to comply with the legal obligations (especially the accessibility requirements prescribed in Section 39 of the Media Act), without affecting the language version of the production.
- In case of an exclusive licence, Right-holder warrants that during the right-holding period the production will not be broadcast by any other terrestrial or satellite channel in the territory of Hungary (other than by media services of the public service media provider), and they will not resort to any use that is permitted exclusively for the User in the Contract. Breach of the exclusivity obligations constitutes a material breach of contract by the Right-holder.
- 8.7.5 The Parties lay down that pursuant to the Media Act and in accordance with the rules concerning the public service media property, the User shall be obliged to archive its programmes, therefore, the Right-holder shall authorise in the Contract the archiving of the production. The fact that the broadcast material handed over shall remain in the User's Archives even after the expiry of the right does not in itself authorise the User to transfer or sell the production material in any way whatsoever to a third party, or to re-use - either in part or in whole - the material of the recording.
- 8.7.6 The Right-holder declares that they have read and accepted the relevant terms of the User, and the provisions of the Code and the specifications in the regulations on the principles and tasks of public service broadcasting in force, and in the regulation created on the basis of legislative competence, and accepts their content as binding. Should the Right-holder breach any provision of the Code and other relevant policies, the User may enforce legal consequences set out in Clause VI of the GTC.





**IX. Quality of the programme material, the transmission thereof in relation to audio recording; television broadcasting of sporting events; Recording an event**

**9.1. Programme material quality, transmission in terms of audio recording**

9.1.1. Right-holder is obliged to deliver the programme material of the Audio Recording to the User by the date specified in the Clause “*Deadline for delivery of the programme material*” of the Individual Contract.

User undertakes to use the Audio Recording only within the framework of the Contract, and shall not disclose it to third parties without the special permission of the Right-holder, unless otherwise provided in the Clauses “*Scope of Disclosure of the Audio Recording to the Public*”, “*Other Permitted Uses and Their Restrictions*” and “*Other Agreements*” of the Individual Contract, and except as provided in Clause 8.1.1 of the GTC. In addition to those mentioned in the Clauses “*Scope of transmission of the Audio Recording to the public*” and “*Other Permitted Uses and Their Restrictions*”, the User is entitled to listening for the purpose of preparation of the broadcast and to use any selected parts of the Audio Recording for programme promotional purposes.

9.1.2. The Right-holder undertakes to complete the attachment (program information sheet) and the music upload form provided electronically by the User's representative specified in the Clause “*Authorized to accept performance*” of the Individual Contract, for each work individually, and hand them over to the representative of the User by no later than the handover of the programme material, upon signing the handover protocol, both by electronic means and in printed form, duly signed on all pages.

Right-holder undertakes to provide the final textbook and/or proofreading sheet (in the format of the User's choice, e.g. print, online) of the Audio Recordings for archival processing together with the data sheets, at the User's choice. Right-holder is not entitled to make changes to the data sheets. Right-holder declares and undertakes an unconditional guarantee that the data and information contained in the data sheets are complete and correspond to reality.

9.1.3. If any of the data recorded on the data sheets is incomplete, incorrect or erroneous, Right-holder is directly liable for any corresponding claim made by a third party, and the liability of the User (or the public service media provider) is excluded in this respect. If the Right-holder fails to hand over the broadcast material to the User until the date specified in Clause “*Deadline for the handover of broadcast material*” of the Individual Contract or the Right-holder fills in the data sheets incorrectly or incompletely, or it fills them but fails to make them available to the User at the latest at the time of the handover of the broadcast material, that shall constitute defective performance and a serious breach of contract.

9.1.4. Parties further stipulate that the length of the production (Audio Recording) may not differ by more than +30/-30 seconds from the time specified in the Clause “*Length per Episode*” of the Individual Contract. In case of a greater derogation, the User may request correction.

9.1.5. If the Right Holder is unable to deliver the programme material of the appropriate quality as specified in the Contract, it is obliged to correct and deliver the programme material



of the appropriate quality within 5 (five) calendar days upon the User's request. Should Right-holder fail to perform the above-described correction within the time period specified by the User, or does not carry it out properly, it shall be considered a material breach of contract and the User may enforce the related claims.

## **9.2. Programme material quality, delivery in terms of Films**

- 9.2.1. Right-holder is obliged to deliver the programme material of the production to the User by the date specified in the Clause "*Deadline for delivery of the programme material*" of the Individual Contract. User undertakes to use the production only within the framework of the Contract, and shall not disclose it to third parties without the special permission of the Right-holder, unless otherwise provided in the Clause "*Method and scope of using the production*" of the Individual Contract, and except as provided in Clause 8.7.1 of the GTC. In addition to those mentioned in the Clause "*Method and scope of using the production*" of the Individual Contract, the User is entitled to the views required for the preparation of the broadcast and to use the arbitrarily selected details of the production for program promotion purposes.
- 9.2.2. Right-holder undertakes to complete the programme transmission sheet (its data sheets to be completed as necessary, attached as attachments 2 (a-d) provided electronically by the User's representative specified in the Clause "*Authorized to accept performance*" of the Individual Contract, and hand it over to the representative of the User by no later than the handover of the programme material, both by electronic means and in printed form, duly signed on all pages. Right-holder is not entitled to make changes to the data sheets. Right-holder declares and undertakes an unconditional guarantee that the data and information contained in the data sheets are complete and correspond to reality.
- 9.2.3. If any of the data recorded on the data sheets is incomplete, incorrect or erroneous, Right-holder is directly liable for any corresponding claim made by a third party, and the liability of the User (or the public service media provider) is excluded in this respect. If the Right-holder fails to hand over the broadcast material to the User until the date specified in Clause "*Deadline for the handover of broadcast material*" of the Individual Contract or the Right-holder fills in the data sheets incorrectly or incompletely, or fills them but fails to make them available to the User at the latest at the time of the handover of the broadcast material, that shall constitute defective performance and a serious breach of contract.
- 9.2.4. The master tapes must be in a format and of a quality appropriate for the broadcasting technology used by the User or the public service media provider. The requirements relating to the technical quality of the broadcast ready material are contained in Annex No. 1 of the Individual Contract, forming an integral part thereof. In case of any dispute arising in technical matters, the Parties may request a third party (expert) by mutual consent to express an opinion.
- 9.2.5. The Parties hereby lay down, furthermore, that the length of the production may derogate from the duration specified in Clause "*Length per episode*" of the Individual Contract by up to + 10/-20 seconds. In case of a greater derogation, the User may request correction.



- 9.2.6. If the Right-holder is not able to deliver a master of appropriate quality or fails to carry out the correction referred to above within the deadline specified by the User or fails to carry out such correction properly, that shall constitute a serious breach of contract.

### **9.3. Organisation of the broadcasting of Sports Events**

- 9.3.1. The Parties hereby lay down that the User shall record the Sports Events at its own costs, by using its own capacity, including the services provided by the User's Partner or the contributor used by such partner, with whom the User has concluded a civil law contract for the recording and the broadcasting. For the purposes of these Clauses 9.3.1-9.3.5 "User" shall mean any third party contracted with MTVA, as well as any contributor used by such person. Prior to the date on which the Sports Event is recorded, the User shall prepare the director's concept of the television broadcast, designate the locations and number of camera views, and select the director and the production manager of the television broadcast.
- 9.3.2. The Right-holder commits itself to ensuring all professional and technical conditions necessary for the recording of the Sports Event in the manner preliminarily agreed with the User, as below:
- 9.3.2.1. The Right-holder undertakes to ensure to the User's broadcasting vehicle a space large enough at the location of the Sports Event, solid and dust-free surface; furthermore, it shall also ensure the development of the necessary cable conduits, as well as the camera views (built platforms) necessary for the broadcasting, whose technical parameters and exact locations shall be agreed upon with the User's representatives. The technical equipment of the commentator booths (cabling, sound and video display screen) shall be organised by the User, while the Right-holder shall ensure at least 1 table, 2 chairs, internet access, current supply with a triple distributor. If access to CIS (Central Information System) is also available, the Right-holder shall be responsible for the monitoring thereof.
- 9.3.2.2. The Right-holder also undertakes to ensure the uninterrupted energy supply necessary for the broadcasting - in particular for the operation of the broadcasting vehicle, the commentator and reporter facilities - free of charge, as well as to develop and make available the earthing system necessary for the foregoing in accordance with the User's technological needs.
- 9.3.2.3. The Right-holder undertakes to provide the opportunity of interviewing the athletes, trainers and sports managers participating in the sports event, as requested by the User.
- 9.3.3. The User undertakes to ensure television signal during the recording of the Sports Event to the press center of the Sports Event or the on-site screen. The Right-holder shall be responsible for the transmission of the signals from the broadcasting vehicle.
- 9.3.4. The Parties' representatives shall draw up minutes of any damage caused to each other's equipment in connection with the performance of the Contract, and the Contracting Parties shall settle accounts with each other concerning the damage incurred in accordance with the provisions set out in the Civil Code. In case of force majeure, the Parties shall bear any damage and costs incurred by them.



- 9.3.5. The Parties agree that they shall provide each other with any and all direct and indirect assistance even in addition to the foregoing in order to ensure the undisturbed and successful organisation of the television broadcasting.

#### **9.4. Recording of events**

- 9.4.1. The Parties hereby lay down that the User shall record the Event at its own costs, by using its own capacity, including the services provided by the User's Partner or the contributor used by such partner, with whom the User has concluded a civil law contract for the recording and the broadcasting. For the purposes of these Clauses 9.4.1-9.4.5 "User" shall mean any third party contracted with MTVA and the contributor used by such person.
- 9.4.2. The Right-holder commits itself to ensuring all artistic and technical conditions necessary for the recording of the Event by the User. Therefore, the Right-holder shall - in the manner preliminarily agreed by the Parties - ensure
- a) the participation of all performers, artistic and technical workers in the recording of the event and in the camera rehearsals;
  - b) the artistic and technical conditions;
  - c) making any corrections in the lighting and the set as requested by the User;
  - d) the location of the User's cameras and lighting equipment;
  - e) preliminary handover of the script/rundown sheet prepared from the prompt-copy to the User in 3 (three) copies;
  - f) allowing the period of time necessary for the undisturbed construction and disassembly of the User's technical equipment;
  - g) the electricity necessary for the operation of the User's technical equipment;
  - h) parking spaces for the User's vehicles for the date and time of filming, if feasible.
- 9.4.3. The Parties' representatives shall draw up minutes of any damage caused to each other's equipment in connection with the performance of the Contract, and the Contracting Parties shall settle accounts with each other concerning the damage incurred in accordance with the provisions set out in the Civil Code. In case of force majeure, the Parties shall bear any damage and costs incurred by them.
- 9.4.4. The User shall be entitled to archive the production in accordance with its internal policies.
- 9.4.5. The Parties agree that they shall provide each other with any and all direct and indirect assistance even in addition to the foregoing in order to ensure the undisturbed and successful organisation of the television broadcasting.

#### **X. Provisions relating to works protected by copyright (hereinafter collectively referred to as Work)**

- 10.1.** Unless otherwise provided in the Individual Contract, by signing the Contract the Contracting Party shall grant to MTVA an exclusive and transferable right to use all materials created by and provided to the Contracting Party during the performance of the Contract, which are protected by copyright and/or by any other right related to copyright, as well as those protected by other laws (e.g. know-how), without temporal and territorial



limitation and any further obligation to pay royalties, which right to use shall also grant the right to bring copyright proceedings, including proceedings for the infringement of moral rights and economic rights. If the law permits the economic transfer of the copyright in the protected material (subject-matter, etc.), the Right-holder shall transfer its rights under the Contract in a manner that ensures the full acquisition of economic rights by MTVA. In the absence of such a legislative provision, the Right-holder shall, in accordance with the Contract, grant to MTVA a license that permits the economic right of use to be exercised as completely as possible. These rights shall be transferred to MTVA upon the handover of the Work to MTVA. The consideration of the right to use/exploit shall be included in the consideration of the Contract, and the fee due to the Contracting Party shall be established by the Parties in the light of this fact.

The Parties record that, in case of exclusive acquisition of rights, the Contracting Party shall not be entitled to prevent the online publication of the work in any way, including in relation to the publication on social media platforms, and in this context, it shall not be entitled to submit any claim against MTVA and/or the public service media provider, and that any revenue from any source in connection with such publication shall be exclusively due to MTVA.

- 10.2.** The license shall cover the transfer of rights to the fullest extent permitted by the copyright act applicable at any given time (granting of economic rights), in particular: the right to communicate the Work or part of the Work to the public on any platform or in any manner (especially by terrestrial or satellite broadcasting, in an encoded or unencoded manner, via cable or a similar device, or by signal transmission by different means as specified in Subsection (8) of Section 26 of the Copyright Act), right to adapt and perform the Work or part of the Work to the public, right to reproduce (eg continuation, spin off, sequel, remake production) the Work or part of the Work by using any known procedure (e.g. recording of image or sound, copying by using a computer or to an electronic data carrier) and to distribute the reproduced copies, and the right of any secondary use (either for advertising purposes or other commercial, merchandising purposes) of the Work handed over as a result of the execution of the assignment/order (and the Work's specific title, and any typical and original character appearing in the work). If the use of the Work or part of the Work is permitted in an Individual Contract, this authorized right of use also extends to the use of the or parts of the Work in other types of programs and media content of MTVA, and the creation of derivative and / or compilations using the parts of the Work, especially selection shows and, or best of broadcasts as well.

The Parties hereby lay down that the right of distribution shall cover the import of copies of the work into the country in order to place them on the market, as well as the lending and leasing thereof. The license shall also cover the right to communicate the broadcast previews to the public in the number and duration deemed appropriate by the User.

With regard to the exclusive acquisition of rights, the Parties shall exclude the right of termination provided for in Subsection (4) of Section 51 of the Copyright Act for five years.



- 10.3.** The Parties agree that the copies of the Work, as well as the right to use the Work granted to MTVA shall form part of the public service media property, and - therefore - MTVA is entitled to hand over the Work to the public media service provider (without separate permission or fee payment obligation) for the purpose of any use necessary for the performance of its tasks, including in particular for the purpose of public broadcasting, based on which the public media service provider shall acquire a right to use the Work.
- 10.4.** Based on the right to use conferred on it, MTVA shall be entitled to take actions in its own name, in a court or out-of-court procedure, for the unauthorised use of the Work or any copyright infringement occurring in any way.
- 10.5.** The Parties lay down that pursuant to the Media Act and in accordance with the rules concerning the public service media property, the User shall be obliged to archive its programmes, therefore, the Right-holder shall authorise in the Contract the archiving of the recording. The fact that the broadcast material handed over shall remain in the User's Archives even after the expiry of the right does not in itself authorise the User to transfer or sell in any way whatsoever to a third party, or to re-use - either in part or in whole - the material of the recording.
- 10.6.** The User shall be entitled to insert information slots into the production to announce the upcoming television programmes, as well as to compress the image of the final credits to up to 2/3 (or 50%) of the screen, and/or to speed up the final credits provided that such alterations do not influence adversely the topic of the program, the artistic or visual quality of the production, and do not disturb its continuity.
- 10.7.** The Contracting Party undertakes express and unconditional legal warranty that it disposes exclusively of the rights of use transferred/granted to MTVA, unless the Individual Contract provides otherwise, and if the activity aimed at creating the Work was carried out by using copyrights or other rights in intellectual works belonging to third parties, then it had concluded agreements with all persons concerned preliminarily or before the start date of the performance with a content based on which it is exclusively entitled to transfer the rights of use granted to MTVA.
- 10.8.** The Contracting Party shall be directly liable for any claim enforced by third parties against MTVA and/or the public media service provider for the infringement of intellectual property rights; the liability of MTVA and the public media service provider is excluded in this scope. Due to the direct liability of the Contracting Party, the third party making the claim may contact or sue directly the Contracting Party, and the Contracting Party shall participate in the procedure at the request of the person concerned or MTVA as obligor (respondent, defendant, etc.).
- 10.9.** The Parties lay down that upon the interpretation of the Contract, with regard to the terms related to the rights of use granted and the transfer of economic rights, the terms used in the Contract shall primarily mean the terms defined in the copyright act, regardless of any other terminology used in laws relating to media and sports, and the professional practice.
- 10.10.** For the creation of the production, the Contractor shall be obliged to conclude contracts with all authors, holders of neighboring rights, and other contributors at its own costs,



which contracts shall ensure the complete and undisturbed acquisition and exercise of rights as described above. The Contractor shall ensure through its contracts concluded with the authors of cinematographic works and audiovisual works that neither the Client (nor its sub-licensee) shall be obliged to pay further remuneration to the authors when exercising the different modes of use, not including uses accompanied by mandatory collective management of rights.

- 10.11. The Contractor is aware that the separate authorisation of the holders of copyrights and neighboring rights shall be obtained for the use constituting adaptation (e.g. adaptation for screen) of works created for a different purpose (not the purpose of this production) and subject-matters protected by neighboring rights, and in case of such uses the Contractor shall conclude the corresponding contract and pay the royalty.
- 10.12. If a creation of fine art, photography, architecture, applied art, industrial design is made for the production, the Contractor shall ensure the Client's complete acquisition and exercise of rights through contracts concluded with the creators which record - among other things - that the primary purpose of the creation of the copyright work is that the Client can use the work without restrictions in the modes described in this Clause X.

## **XI. Confidentiality and protection of reputation**

- 11.1. Upon the commencement of the negotiations to conclude the Contract, the Parties undertake to treat any data, information, operational and business policy events, information relating to natural persons that come to their knowledge during the negotiations and the performance of the Contract as trade secrets within the meaning of the applicable legal regulations - in particular Act LIV of 2018 on the Protection of Trade Secret -, not to disclose them to third parties and to use them only to an extent necessary for the performance hereof and in compliance with the applicable laws. All employees and potential subcontractors of the Parties participating in performing the tasks laid out herein shall be bound by this obligation. Parties shall provide appropriate information on their obligations under this clause to their relevant employees, agents, and Contributors.
- 11.2. The obligation to treat information and data as trade secrets shall remain applicable to the Parties during the performance of the contract even if they do not conclude a contract after the commencement of the negotiations. The obligation of confidentiality shall be borne by the Parties without limitation of time after the termination of the contract. The obligation of confidentiality of the Parties shall not prevent the fulfillment of the obligation to provide information based on law.
- 11.3. The Contracting Party and the personal Contributor shall be fully liable for the declarations made by them to the public (including any declaration made in the press, on social media sites, during performances and other appearances) and expressly undertake not to make any negative declaration in any form whatsoever in connection with either MTVA or the public media service provider, the activities thereof, as well as concerning the radio and television channels and media contents, either during the term of the Contract or following its expiry. The Parties shall consider the provisions of the Contract relating to the protection of good reputation and trade secrets, and confidentiality as applicable to this obligation borne by the Contracting Party.



In case of the breach of the Contracting Party's commitment specified in this clause, MTVA shall be entitled to enforce a claim for penalty calculated for the full net consideration of the Contract, as specified in the Individual Contract, as well as to claim the reimbursement of the full damage, including the lost profits, and grievance award that MTVA and/or the public media service provider incurred in connection with such breach. MTVA, at its option, may enforce its claims related to the breach of contract specified in this clause directly against the personal contributor; the Contracting Party and the personal contributor shall be severally liable in terms of the above. The Contracting Party shall ensure the fulfilment of the contract according to the conditions laid down in this clause and the exercise of MTVA's related rights at its own costs by concluding contracts with the personal Contributors that guarantee such fulfilment completely and in an undisturbed manner.

## **XII. Cooperation, notifications, communication**

- 12.1.** The Parties shall cooperate with each other during the performance, as well as conduct the necessary consultations with each other and provide and use the professional support that can be reasonably expected.
- 12.2.** The Parties shall send to each other their notifications in a way that the fact of sending can be proven subsequently; therefore, they shall record such notifications firstly in writing. The Parties shall - except for the communication of documents of particular importance for the performance of the Contract as regulated in Clause 12.3
- consider the written messages sent by e-mail as duly sent written notifications. Where there is any doubt, the sending Party shall be responsible for proving that it has sent the message to the other Party in case of both letters and e-mails. The sending of the message can be proven with the deposit slip in case of postal mails, and with the electronic delivery notification in case of e-mails.
- 12.3.** The Parties, however, commit themselves to sending the documents of particular importance for the performance of the Contract (documents relating to the termination, amendment of the contract, notifications within the scope of the unfeasibility of the contract, declarations concerning late/defective performance) to the addressee in person or by registered mail with return receipt.
- 12.4.** The Parties hereby specifically agree that in case of registered letters with return receipt as referred to above (hereinafter referred to as Letter), they shall consider the Letter to be delivered on the 5th (fifth) working day after postal dispatch if delivery was unsuccessful because the addressee has not accepted the Letter despite the notification of the postal service provider (marking "not claimed"). The Letter shall also be considered as delivered at the time specified above if the addressee has refused to accept it (marking "acceptance refused"), as well as if acceptance failed for a different reason (markings "moved", "unknown addressee", "unable to deliver").
- 12.5.** The addressees, addresses and e-mail addresses specified in the Individual Contract shall be used for notifications sent by either party to the other party in connection with the Contract or other communication.





**12.6.** The Parties shall notify each other in writing within 2 (two) working days of any change in the person designated to act as contact person.

**XIII. Force majeure**

**13.1.** The Parties shall not be liable for damages, penalties or withdrawal from the contract if the breach of contract is due to force majeure. For the purpose of the interpretation of this clause, force majeure means cases where contractual performance in the context of the legal relationship between the Parties is physically or otherwise prevented, hindered or rendered impossible by an unforeseeable, unavoidable event or act beyond their control. Such cases may be for example strike, war, or revolution, fire, flood, pandemic, or related quarantine, curfew, or any measure prescribed by an international organisation or by the law or the Government that impedes or renders impossible the performance of the contract.

The Parties agree that they shall also regard as force majeure any restriction due to security or other measures initiated by MTVA in view of the above extraordinary events, for the purpose of protecting physical safety, life and property, or in order to prevent situations that endanger the above and/or serving, in connection with the above, the uninterrupted performance of the mandatory tasks of the public media services. Force majeure, if invoked by a Contracting Party, must be directly related from the Contracting Party's side to the Contracting Party's activity and the breach of contract that has occurred, and must be a cause that impedes or renders impossible the performance of the contract despite reasonable efforts.

Force majeure may be invoked by either party only if it notifies the other party promptly and without undue delay upon occurrence, and then by registered letter within 48 (forty-eight) hours - where force majeure does not preclude it - of the fact of force majeure, as well as the cause and the probable duration of the force majeure. Unless the other party instructs otherwise or, in the absence of a right to instruct, proposes otherwise, or the Parties agree otherwise, the Contracting Party shall continue to perform its contractual obligations to the extent reasonably possible and shall seek all reasonable alternative means of performance which are not impeded by force majeure.

**13.3.** If the duration of force majeure exceeds 30 (thirty) days, the other party may withdraw from the entire contract without any adverse legal consequences to it by notifying the party invoking force majeure. The Parties shall settle accounts with each other in respect of the fulfilled obligations.

**13.4.** Contracting Party declares that in the case of force majeure, he/she will make all expectable efforts to ensure that he/she is able to perform his/her duties contractually, lawfully and continuously, as well as to avoid possible damages and mitigate any damages incurred. If the Contracting Party becomes aware of any information about the possible future occurrence (for any reason) of the impossibility of the contract or any part of service under the contract, the Contracting Party shall immediately inform MTVA thereof and indicate exactly the nature (legal, natural, physical, interest or economic) of the cause and the circumstances under which he/she will not be able to foreseeably perform his/her contractual obligations, exactly which contractual service(s) are affected



by the impossibility, and under which conditions he/she considers the impossibility to be applicable to the entire contract. The possible absence of a response from MTVA shall not be construed as acceptance of the notice of impossibility made by the Contracting Party (or the contractual acceptance of performance under the changed circumstances), furthermore, this does not affect the possible liability of the Contracting Party for damages, if the impossibility is attributable to the Contracting Party or the Contracting Party fails to fulfill its obligation to eliminate or mitigate damages.

- 13.5.** If the performance of the Contract is impossible due to force majeure, the Parties agree that the Contracting Party shall be entitled to compensation up to the amount of the justified and necessary work performed up to the date of impossibility and the justified and confirmed costs incurred, irrespective of which party's contractual performance was prevented by the non-attributable impossibility which constitutes force majeure. If the Contracting Party fails to immediately notify MTVA of the expected – or, if this was not foreseeable, of the occurred – impossibility, he/she shall indemnify MTVA for the resulting damage.
- 13.6.** In view of the armed conflict on the territory of Ukraine, the Government has adopted Regulation 180/2022. (V. 24.) Government decree declared a state of emergency for the entire territory of Hungary with Paragraph 1 (1) of the Government Decree. The effective legislation issued on the basis of the state of emergency, as well as the circumstances related to the COVID-19 epidemic, are foreseeable circumstances known to the Parties at the time of the conclusion of the Agreement, which do not affect or make the contractual performance of the Agreement impossible. In view of all this, the Parties may not refer to the armed conflict on the territory of Ukraine, nor to the circumstances related to the COVID-19 epidemic, as a reason or circumstance on the basis of which they would be exempted from the consequences of the breach of contract. In view of the above, the Parties agree that neither the armed conflict on the territory of Ukraine nor the circumstances related to the COVID-19 epidemic are not considered as force majeure.

#### **XIV. Provisions on the processing of personal data**

- 14.1.** Contracting Party shall be obliged to familiarise itself with the applicable Privacy Policy of MTVA (<https://mtva.hu/adatvedelmi-szabalyzat.pdf>), and shall be bound by it, and shall observe and comply with it, in relation to itself and to any other person acting under a contract of employment with it and any other person involved in the performance of the contract.
- 14.2.**

The Contracting Party acknowledges that MTVA shall process all personal data provided to MTVA during concluding (in particular during the preparation, duplication, administration, registration, etc.) and performing the contract in accordance with Clause 6 (1) (c) and (f), if the Contracting Party is a natural person then in accordance with Clause 6 (b) of the Regulation 2016/679 (EU) of the European Parliament and the Council on the protection of individuals with regard to the processing of personal data and the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter: “General Data Protection Regulation”).

- 14.3.** MTVA is entitled to process the personal data of the natural persons designated by the



Contracting Party to be a contact person in the Individual Contract on the basis of Clause 6 (1) (f) of the General Data Protection Regulation. The processing of data takes place in connection with the performance of the Contract concluded by MTVA and the Contracting Party. With regard to the contact details provided in the Individual Contract, the Contracting Party as data controller may, subject to the obligation to inform and subject to the existence of a legal basis, transfer the data to MTVA. MTVA processes this personal data for the purpose of contacting and enabling contact with the Contracting Party. In the course of the processing, the data subjects' right to information and self-determination is limited in relation to their legitimate interests in the performance of the MTVA contract, which is a more important interest given the minimal limitation of the data subjects' rights and the foreseeability and predictability of the limitation by the data subjects. Since the rights of the data subjects concerned are unlikely to be affected, and the MTVA's interest in data processing is stronger than the interest in a minimum restriction of the rights of the data subject, the Parties consider the processing of the data for the purposes of contact lawful as a result of a balancing of interests.

The obligation of MTVA to inform the data subjects shall be fulfilled by the Contracting Party by informing them of the provisions of these GTC and MTVA's Privacy Policy. The Contracting Party shall indemnify MTVA against any liability arising from the failure to provide information and shall compensate MTVA for any damage suffered by it as a result.

- 14.4.** The Contracting Party expressly acknowledges that MTVA may transfer the personal data he/she processes to a lawyer, auditor or payroll and human resources service provider (data processors) in order to carry out specific tasks arising in the context of the legal relationship. The Contracting Party shall also inform the natural persons concerned who have a legal relationship with it and whose personal data are transferred to MTVA in connection with the Contract or its performance.
- 14.5.** The Contracting Party shall be exclusively liable for lawfully processing the personal data necessary for the performance of the contract, in particular the data collected directly by him/her, and guarantees the lawfulness of the processing of any personal data sent to MTVA. The Contracting Party shall pay for the damages resulting from the processing of personal data collected illegally directly by the Contracting Party; MTVA shall not be
- 14.6.** liable for the resulting damages.

The Contracting Party may process the data of natural persons who are employed by or in another employment relationship with MTVA, or personal data transferred to the Contracting Party for any reason whatsoever in the course of the performance of the Contract, only for the purposes, scope and duration necessary for the performance of the Contract. After the termination of the Contract, the Contracting Party shall immediately delete the personal data processed by it, the purpose of the processing of which has ceased, unless it is legally obliged or entitled to process the data for another purpose.

- 14.7.** By signing this Individual Contract, the Contracting Party agrees to be bound by the provisions laid down in the document “General Terms and Conditions of Data Processing Agreements” (hereinafter: Data Processing GTC), which can be accessed on



the page <http://mtva.hu/szerzodo-partnereinknek/> . The Individual Contract, together with the provisions of the Data Processing GTC and these GTC, shall also constitute a data processing agreement. If the performance of the Contract also results in the provision of a data processing service by the Contracting Party to MTVA, the provisions of the Data Processing GTC shall form an inseparable part of this Contract, and the conditions of the performed data processing, the special rights and obligations of the Parties regarding this activity are included collectively in this contract, this GTC and the Data Processing GTC. Regardless of the scope of the Contract, the Contracting Party must also comply with the requirements set out in the Data Processing GTC.

## **XV. Termination of the Contract**

- 15.1.** A fixed-term Contract shall terminate at the end of the fixed term.
- 15.2.** A Contract concluded for an indefinite period of time may be terminated by either Party at any time without giving any reason by giving notice in writing to the other Party, subject to the period of notice set out in the Individual Contract.
- 15.3.** The Contract may be terminated with immediate effect by extraordinary termination only in the cases specified in these GTC or in the Individual Contract.
- 15.4.** Withdrawal from the Contract is possible in the cases specified in these GTC or in the Individual Contract.
- 15.5.** In addition to the above, the Contract shall also be terminated if MTVA terminates it unilaterally, without justification, by written, addressed declaration, subject to the following: the period of notice shall be 15 (fifteen) calendar days, calculated from the calendar day on which the declaration is verifiably posted or otherwise brought to the knowledge of the Contracting Party by other means of communication. If MTVA terminates the Contract with shorter notice, this shall not affect the legality of the termination, but the Contracting Party shall be liable to receive compensation up to the amount of the damage proved.
- 15.6.** Either Party may terminate the Contract with immediate effect if
  - a) the other Party suspends its business activities;
  - b) the other Party loses, in whole or in part, its freedom of decision or its right to dispose of its property in any way, whether or not this situation can be reversed, unless the restriction on the right to dispose of the property results from bankruptcy proceedings against the Party (in particular, if the Contracting Party is the subject to a bankruptcy, liquidation or dissolution proceeding);
  - c) the other Party is in breach of any of its obligations under the Contract, and the Party concerned has previously given the Party in breach at least 15 (fifteen) calendar days' notice to remedy the breach, with a warning of the consequences, but the period has expired without result; or
  - d) a situation of force majeure has arisen and the obstacle has not been removed within 30 (thirty) days of its occurrence.
- 15.7.** MTVA may also terminate the Contract with immediate effect if



- a) Contracting Party seriously or repeatedly breaches the provisions of the Contract;
- b) in the event of defective performance, the Contracting Party has not undertaken to remedy the defect or has not remedied the defect in performance within a reasonable period of time or, having regard to the nature of the task and the intended purpose of the task as expected by MTVA, cannot remedy the defect without significant detriment to MTVA;
- c) engages in conduct that harms or endangers the legitimate interests or reputation of MTVA, the public media service provider or the companies owned by them, or the foundations or non-governmental organisations established by them;
- d) offers, promises or provides an undue advantage to persons who are involved in the preparation, conclusion or performance of the contract on MTVA's side, or who are close relatives of such persons;
  - e) any contributor of the Contracting Party attests to the provisions of (d).Clauses (c) to

**15.8.** MTVA may also terminate the Contract with immediate effect

- a) if the Contracting Party, its senior manager or a member of the agent with a qualified influence or its senior manager is subject to criminal proceedings or suspected of having committed a criminal offence;
- b) if the Contracting Party, its senior manager, employee, agent or subcontractor provides false information during the performance or conclusion of the Contract;
- c) if Contracting Party, its senior manager, or a member of the Contracting Party with a qualified influence or its senior manager engages in business conduct incompatible with the purpose of MTVA, the public media service provider or the companies or foundations under their ownership or established by them, or in unfair business practices;
- d) Contracting Party, its senior manager, employee, subcontractor, or a member of the Contracting Party with a qualified influence or its senior manager violates domestic and international fair competition laws and trade regulations, or fails to take appropriate and necessary preventive measures to prevent such violations;
- e) the Contracting Party, its senior manager, its subcontractor or its member with a qualified influence or its senior manager is suspected of corruption or bribery;
- f) Contracting Party, its senior manager, its employee, its subcontractor or a member of the Contracting Party with a qualified influence or its senior manager and between the Contracting Party or the MTVA a conflict of interest arises, and it fails to declare or eliminate that conflict of interest;

**15.9.** By signing the Individual Contract, the Contracting Party declares that the conditions set out in Clauses 15.7 c) and d) and 15.8 do not apply at the time of signing the Contract and shall notify MTVA of any change in these conditions without delay.

**15.10.** The Contracting Party acknowledges that, since the consideration specified in the



Contract is mainly covered by the amount granted to MTVA from the budget, for contracts concluded for a period of more than 1 (one) year, if there is a significant change in the conditions of financing MTVA which makes it impossible to pay the fee specified in the Contract, MTVA shall be entitled to withdraw from all or part of the contract or, if the original situation cannot be restored, to terminate the contract with immediate effect or, at its option, to modify the scope of the contract or order in accordance with the budget available to it. In the latter case, the Contracting Party shall declare its acceptance of the amendment in writing within 5 (five) days of receipt of the amendment. If the Contracting Party does not accept the amendment, the Contract shall terminate on the date of receipt of the declaration to that effect. If the Contracting Party accepts the amendment or fails to comment on the proposed amendment within the above deadline, the Contract shall be amended in accordance with the content of the amendment.

- 15.11.** In the event of termination of the Contract for any reason prior to its full performance, the Parties shall settle accounts with each other within 15 (fifteen) days of the termination of the Contract. If the service set out in the contract constitutes a divisible service and the partial performance is in accordance with the purpose of the Contract and is in the interest of MTVA, MTVA shall pay the Contracting Party the consideration corresponding to the partial performance.
- 15.12.** If the Contract is terminated by the Contracting Party at an inopportune time, it shall compensate MTVA for the damage caused by the termination, unless the termination is due to MTVA's breach of contract or force majeure on MTVA's part.
- 15.13.** The Parties agree that the termination or withdrawal of the Contract shall not affect the rights to use already acquired under the Contract.

**XVI. Applicable law, dispute resolution and determination of the competent court**

- 16.1.** These GTC and all Contracts of which these GTC form an integral part shall be governed by and construed in accordance with Hungarian law and practice.
- 16.2.** MTVA and Contracting Party shall endeavour to settle their disputes arising from the Contract by amicable means, through conciliation, including, if necessary, by recourse to mediation.
- 16.3.** If the resolution of the dispute requires recourse to legal proceedings, the court having jurisdiction over the matter as stipulated by the Parties in the Individual Contract shall have exclusive jurisdiction, except in the case of exclusive jurisdiction or jurisdiction as provided by law, and in the absence of such a provision, the court having jurisdiction for the place of the registered seat of MTVA shall have exclusive jurisdiction by virtue of the stipulation.