



GENERAL TERMS AND CONDITIONS

FOR CONTRACTS FOR SERVICES AND SUPPLY 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 seat:	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:** these General Terms and Conditions.
- b. **MTVA:** Media Service Support and Asset Management Fund [Médiaszolgáltatás-támogató és Vagyonkezelő Alap], which shall conclude contracts for services or supply agreements as client or 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.
- d. **Contract:** the GTC, the framework supply agreement/contract, the framework agreement/contract for services, including all annexes and documentation, and all documents expressly made part of the Contract by the Parties, concluded by the MTVA, as client or customer, with the other Contracting Party, for the performance of any services, tasks, implementations.
- e. **Framework supply agreement/contract:** a blank form, attached as Annex 1 to the Individual Contract, 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. **Framework agreement/contract for services:** a blank form, attached as Annex 2 to the Individual Contract, 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.
- g. **Contracting Party:** any agent or contractor from whom the MTVA has ordered the performance of any services, tasks, implementations, and who undertakes a contractual obligation with regard to such orders. The term Contracting Party is hereinafter also understood to include all its contributors.
- h. **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).
- i. **Parties:** MTVA and the Contracting Party mentioned collectively.

II. Application of the General Terms and Conditions

- 2.1. These GTC shall constitute an integral part of any framework agreement/contract for services or framework supply agreement/contract concluded by MTVA, as contractual party (hereinafter: **MTVA**), in which MTVA constitutes the client or customer, and the subject of which is the performance of any services, tasks, implementations for MTVA. The GTC shall 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 agreement/contract for services or framework supply agreement/contract (hereinafter jointly: **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**).
- 2.3. Unless otherwise specified, the documents listed in Clause 2.2 constitute the sole and entire content of the Contract, and the signing of the 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 GTC 15 (fifteen) calendar days prior to the entry into force of the amendment (publication on the MTVA's corporate website - currently: 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 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 MTVA shall order the service, task or implementation from the Contracting Party within the framework of the Individual Contract, which shall constitute an Annex to these General Terms and Conditions. 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. MTVA shall order the service, task or implementation from the Contracting Party within the framework of the Individual Contract, which shall constitute an Annex to these General Terms and Conditions. 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 Contract by all Parties - unless this is contrary to mandatory 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, 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 will also qualify as signing the 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 and all contractual practices and conditions relating to the foregoing. 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 personally performs a task requiring specific expertise specified in clause 3 of 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.



The Contracting Party declares and makes an unconditional guarantee that on behalf of the person of limited capacity or the legally incompetent performing a task requiring special expertise as defined in Clause 3 of the Individual Contract is entitled to make the declaration on behalf of this person, and that all documents, certificates and consents required by law to make the legal declaration are available at the time of concluding the contract.

- 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.
- 3.10. 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.

IV. Performance of the Contract

- 4.1. The Contracting Party shall fulfill the Contract by complying with the applicable legislation - in particular the provisions of Act CIV of 2010 on the freedom of the press and the fundamental rules of media content, the provisions of Act CLXXXV of 2010 on media services and mass communications (hereinafter referred to as: the Media Act) - and shall also act in accordance with the provisions of MTVA's internal regulations in 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. Furthermore, by signing the Individual Contract, the Contracting Party shall declare that it has read and accepted the relevant provisions of the Public Service Code and the specifications in current regulations on the principles and tasks of public media services, 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. Unless the Parties agree otherwise, the Parties, upon determining the fee, have considered all costs associated with the service, order to be carried out by the Contracting Party, fees payable to Subcontractor(s), any royalties and other fees, remuneration for the transmission of rights, and, if the task (service, order) is to be performed at a location provided by the MTVA, the use of such locations.



- 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 arising new circumstances justify an 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 case of non-compliance, MTVA may withdraw from the Contract, settling accounts regarding consideration for 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.
- 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 is 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. Among other liabilities, 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 a 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 necessary, the 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. The fee shall cover any such expenses.
- 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 to the equipment entrusted to them, regardless of the imputability of their respective behavior.
- 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 within a time limit that allows access to be granted at the time of performance.
- 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. 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.

- 4.22. 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.

- 4.23. 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.

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.

V. Remuneration

- 5.1. For full and contractual performance, the Contracting Party shall be entitled to the fee specified in the Individual Contract. Unless expressly stated otherwise, the fee shall cover any costs and expenses arising with regard to the performance. The Contracting Party shall not be entitled to any reimbursement other than the fee itself.
- 5.2. The Contracting Party - unless expressly stated otherwise in the Individual Contract - shall not be entitled to a deposit or remuneration for partial performance, and shall only be entitled to issue an invoice or enforce its claim for the fee after contractual performance.
- 5.3. The Parties record that remuneration for the right to use any copyright work or related rights which may be created in the course of the performance of the Contract, to the extent outlined in the Individual Contract with regard to such rights, shall be covered by the fee, the amount of which has been established through contractual negotiations between the Parties with regard to the right to use (transfer of rights), and the Contracting Party shall not be entitled to make any claims exceeding the sum of the fee on this legal basis; however, 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.

Furthermore, the Contracting Party agrees that, other than those outlined in Paragraph (3) of Section 82/B of the Copyright Act, it 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.



- 5.4. MTVA shall pay the fee by bank transfer within 45 (forty-five) days, in the case of a business organization, from the date of receipt of the invoice issued by the Contracting Party - in accordance with these General Terms and Conditions, the content of the performance certificate and the applicable legislation - after the issuance of the performance certificate, or, in the case of a private person without a tax number, from the date of issuing the performance certificate. The amount is considered paid when it is debited from MTVA's bank account by the credit institution managing MTVA's bank account.
- 5.5. 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.
- 5.6. The invoice shall be submitted to: MTVA Economic and Asset Management Directorate (H-1037 Budapest, Kunigunda útja 64.). Electronic invoices may be submitted to the e-mail address eszamla@mtva.hu. The first copy of the performance certificate must be annexed to the invoice. 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.
- 5.7. The MTVA shall not be liable for any default resulting from the invoice not being submitted with the content specified in these General Terms and Conditions, or not being in compliance with current legislation and therefore being rejected by the MTVA.
- 5.8. 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.
- 5.9. 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.
- 5.10. 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.

VI. Breach of contract, defective performance

- 6.1. The Contracting Party will be in breach of contract in particular, but not limited to, in the following cases:
 - a) falling in delay with the performance;
 - b) the performance becomes partially or fully infeasible for reasons attributable to the



Contracting Party;

- c) the Contracting Party fails to perform in accordance with the Contract (defective performance).
- 6.2. 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.
- 6.3. In case of a breach of contract by the Contracting Party, the following penalties shall be available to the MTVA:
- a) in case of default, claiming a default penalty;
 - b) in case of defective performance, claiming a penalty for defective performance;
 - c) in case of non-performance, claiming a penalty for non-performance;
 - d) claiming a reimbursement for damages arising from the breach of contract;
 - e) terminating the Contract with immediate effect or withdrawing from the Contract.
- 6.4. 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.
- 6.4. The Parties hereby agree that, if the Contracting Party fails to meet the deadline for performance, it shall be obligated to pay, with regard to the given duration, a default penalty to the MTVA.
- 6.5. If the Parties have divided the performance of the Contract into sub-tasks and have set out schedule for them, default with regard to the performance of a sub-task shall also give rise to a default penalty, and, in case of default affecting multiple sub-tasks, the sum of the default penalty shall be cumulative (including, in the case of framework supply agreements and framework contracts for services, performance with regard to individual orders and commissions).
- 6.6. The rate of the default penalty shall be based on the total net consideration or other individually determined penalty base, with a % set out in the Individual Contract, for every commenced day affected by default in the case of a deadline determined in days. The maximum amount of the default penalty shall be the % set out in the Individual Contract, calculated on basis of the penalty base set out in the Contract.
- 6.7. Defective performance by the Contracting Party shall be where the quality of the performance does not correspond to the characteristics or purpose prescribed by the Contract or relevant legislation, or if the Contracting Party fails to meet, in the course of the performance, some obligation under the Contract or set out by relevant legislation. In case of defective performance, the Contracting Party shall be liable to pay a penalty for defective performance, the basis of which shall be the net consideration determined for the sub-task affected by default, or, if no such consideration has been determined, net consideration for the entire Contract. The penalty for defective performance shall be calculated on basis of the period between the notification concerning the error and the



correction of the error, or alternatively, in the case of a deadline set out in days and exceeding the time of the termination of the Contract, the % of the net consideration set out in the Individual Contract, calculated on basis of each day affected by defective performance. The basis of the maximum amount of penalty for defective performance shall be % of the net consideration set out in the Individual Contract for the sub-task affected by default, or, alternatively, or in case of a defect affecting the entire Contract, the % of the net consideration set out in the Individual Contract for the entire 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.

- 6.8. The 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 the 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.
- 6.9. 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 late 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. The Parties hereby declare that the Contracting Party shall be obligated to pay the penalty via bank transfer to the bank account of MTVA within 8 (eight) calendar days after receiving the relevant notice of the MTVA, or, at the discretion of the MTVA, the penalty claim may be enforced through off-setting by subtraction from the fee payable to the Contracting Party under this Contract or from any other claim the Contracting Party may have against the MTVA.
- 6.10. 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.
- 6.11. 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.



- 6.12. Material breach of contract shall mean, in particular, any behavior by the Contracting Party that damages the business interests or reputation of the MTVA, including a violation of its confidentiality obligations, or behavior or activities constituting a risk to the performance of the Contract.
- 6.13. 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.
- 6.14. It is considered a material breach of contract, in particular, if the Contracting Party exhibits behavior that harms the business interests or reputation of MTVA, such as, among other things, if it violates the confidentiality obligation relating to it, or if its behavior or activity endangers the performance of the Contract.
- 6.15. 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].

VII. Force majeure

- 7.1. 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.
- 7.1. 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.

- 7.2. Force majeure may be invoked by either party only if it notifies the other party upon occurrence, promptly and without undue delay, and then also sends notification of the force majeure, as well as the cause and the probable duration of the force majeure, by registered letter within 48 (forty-eight) hours. Unless the other party instructs otherwise or, in the absence of a right to instruct, proposes otherwise, or the Parties agree otherwise, the party invoking vis maior shall continue to perform its contractual obligations to the extent reasonably possible and shall seek all a reasonable alternative means of performance which is not impeded by force majeure.
- 7.3. 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.
- 7.4. 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 predictably 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.
- 7.5. 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.

- 7.6. 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.

VIII. Guarantee, warranty

- 8.1. Unless provided otherwise by the Parties, the Party is subject to warranty of title and implied warranty in relation to the fixed assets and intellectual works created for MTVA as a result of the Contract or performance of the Contract.
- 8.2. With regard to its warranty of title obligation, the Contracting Party warrants that there are no third party rights limiting, preventing or excluding the acquisition of rights by MTVA and use of the fixed assets or intellectual works.
- 8.3. The Party is subject to an implied warranty obligation for performance in accordance with the contract. Performance relating to the fixed asset or intellectual work shall be in accordance with the Contract if it meets requirements set out in the Contract, official requirements, and requirements of feasibility, efficiency and modernity.
- 8.4. 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.
- 8.5. 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 Contracting Party, arising from the activity or omission of the Contracting Party, the Contracting 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.
- 8.6. The Contracting 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 is fined or becomes subject to any other payment obligation in relation to the activity of the Contracting Party, 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 MTVA based on information and provisions provided by MTVA, containing a copy of the decision, by the deadline specified in such information.

- 8.7. The limitation period of the claim of MTVA shall be suspended by any notification, payment notice or any data provision notice sent to the Contracting Party.

IX. Confidentiality and protection of reputation

- 9.1. 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 –, (and protected by other legislation (eg protected knowledge, know-how) not to disclose them to third parties and to use them only to an extent necessary for the performance hereof and in compliance with current legislation. 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.
- 9.2. The obligation to treat information and data as trade secrets shall remain applicable to the Parties for the duration of this 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.
- 9.3. 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 the MTVA or the public media service provider, the activities thereof, as well as concerning the channels and programs, either during the term of the Contract or following its expiration. 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.
- 9.4. 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 /gross/ sum of the relevant remuneration, as in the full consideration under the 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 may, at its own discretion, 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.

X. Provisions concerning works under copyright or copyright-related legal protection (hereinafter collectively referred to as: Work)

- 10.1. Unless otherwise provided in the Contract, the Contracting Party shall, by signing the Contract, grant to the 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 neighboring right 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. 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.
- 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 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). 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. 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 Act LXXVI of 1999 on Copyright for a period of five years; the fee shall cover compensation for the waiver of the right specified in this Clause. 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.
- 10.3. The Parties hereby declare that, pursuant to the Media Act, 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 Contracting Party undertakes express and unconditional legal warranty that it has holds exclusively the rights to use transferred to MTVA, 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, based on which it is exclusively entitled to transfer the rights of use granted to MTVA.
- 10.6. 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 copyrights; 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.).

XI. Cooperation, notifications, communication

- 11.1. 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.
- 11.2. 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 11.3 - consider the written messages sent by e-mail as duly sent written notifications. In case of any doubt, the sending Party shall be responsible for proving that the message has been sent to the other Party, with regard to 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.
- 11.3. The Parties, however, undertake to send any documents of particular importance with regard to the performance of the contract (documents concerning the termination, amendment of the contract, notifications within the scope of the unfeasibility of the contract, declarations concerning defective performance) to the addressee in person or by registered mail with return receipt.



- 11.4. 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”).
- 11.5. 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 this Contract or other communication.
- 11.6. 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.

XII. Exclusivity

- 12.1. If the Contract also covers participation in media content [including, in particular: performing host activities and/or appearing on-screen, expert (in a program) / expert commentator, (editor) reporter activity], MTVA shall be entitled to make stipulations concerning exclusivity, detailed provisions of which the Parties shall record in the Individual Contract.

XIII. Provisions on the processing of personal data

- 13.1. Contracting Party shall be obliged to familiarise itself with the current Privacy Policy of MTVA (<https://mtva.hu/adatvedelmi-szabalyzat.pdf>), shall accept to be bound by said policy, and shall observe and enforce it with regard to any persons participating in the performance of the contract and contributing to it within the framework of any other legal relationship.
- 13.2. The Contracting Party acknowledges that MTVA shall process all personal data provided to MTVA during concluding (in particular during the preparation, reproduction, administration, registration, etc. of this contract) 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”).
- 13.3. MTVA shall be entitled to process the personal data of the natural persons designated by the Contracting Party to be a contact person in the 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 contract, the



Contracting Party, as data controller shall be entitled, subject to the obligation to inform and subject to the existence of a legal basis, to 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 Clause XIII 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.

- 13.4. 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.
- 13.5. The Contracting Party shall be solely liable for ensuring that he/she lawfully processes the personal data necessary for the performance of the contract, in particular any 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 liable for the resulting damages.
- 13.6. 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.
- 13.7. 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 at <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.

XIV. Termination of the Contract

- 14.1. A fixed-term Contract shall terminate at the end of the fixed term.
- 14.2. 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.
- 14.3. The Contract may be terminated with immediate effect by extraordinary termination only in the cases specified in these GTC or in the Individual Contract.
- 14.4. Withdrawal from the Contract is possible in the cases specified in these GTC or in the Individual Contract.
- 14.5. 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.
- 14.6. 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;
 - 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 of contract, 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.
- 14.7. MTVA may also terminate the Contract with immediate effect if
 - a) Contracting Party seriously or repeatedly breaches the provisions of the Contract;



- b) Contracting Party fails to perform its duties within the relevant deadline, and fails to perform its obligations under this Contract within a reasonable time;
- c) final liquidation proceedings or winding-up proceedings are initiated against the Contracting Party;
- d) 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 it without significant detriment to MTVA;
- e) 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 established by them;
- f) offers, promises or provides an 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;
- g) any contributor of the Contracting Party attests to the provisions of Clauses (f) to (g).

14.8. 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 against 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.

14.9. By signing the Individual Contract, the Contracting Party declares that the conditions set



out in Clauses 14.7 (f) and (g) and 14.5 do not apply at the time of signing the Contract and shall notify MTVA of any change in these conditions without delay.

- 14.10. 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 own discretion, 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.
- 14.11. In the event of termination of the Contract for any reason prior to its full performance, the Parties shall settle accounts with each other. 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 Partner the consideration corresponding to the partial performance.
- 14.12. 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.

XV. Use of equipment

- 15.1. The Parties hereby agree that, if the Contracting Party intends to use equipment managed by the MTVA for its performance of the Contract, it shall require the prior, written authorization of the MTVA. The Parties agree that the Contracting Party may request, for the performance of this Contract and against a fee, the authorization of the MTVA to use the publicly available services (particularly services available for the equipment and for each package), as listed on the MTVA's website (under the menu item "For our Contractual Partners" ["Szerződéses Partnereinknek"]). The services, equipment, and packages and consideration for them, as published by the MTVA, shall be accessible at the above public website; the Contracting Party shall be obligated to continually monitor any changes to these publications. Any amendment of the services and associated price list published on the website shall be made public by the MTVA and the MTVA shall notify the Contracting Party 15 days before such amendment enters into force (publication on the corporate website of the MTVA, as described above, shall constitute an effective notification). The Contracting Party may accept or terminate any ongoing use of equipment (services) in writing within 15 days before the entry into force of the GTC, and may also initiate the amendment of conditions pertaining to the use of



equipment by way of mutual agreement. If the Contracting Party fails to make a declaration within the given 15-day deadline, its entitlement for the use, application of the equipment shall be terminated on the last day of the given deadline.

- 15.2. The Contracting Party hereby acknowledges and expressly agrees that the assets and equipment received and owned (managed) by the MTVA may only be used for the performance of services under this Contract. The Contracting Party also acknowledges that, for the purpose of ensuring the security of IT systems accessible from the received equipment, online and e-mail content shall be monitored, filtered - in order to prevent unwanted, hazardous code from entering IT systems; to ensure the traceability of any deliberate misuse of IT and application systems, services, the use of IT and application systems shall be recorded (logged) and monitored.
- 15.3. Furthermore, the Contracting Party declares that it shall protect the integrity of any IT device, hardware and software or application it may receive, that it shall not install on them any unauthorized programs, and that it shall not replace any components; additionally, it shall learn and undertake to protect the confidentiality of identification information [user name(s) and password(s)] associated with IT systems, it shall not share such information with unauthorized persons, and shall not keep such information in a written form in any accessible place. The Contracting Party also declares that it shall be fully liable, in accordance with the regulations of civil law, for any damages resulting from the private use of equipment and IT services provided by the MTVA and arising due to misuse or non-contractual use; it also declares that it has familiarized itself with and has accepted to be bound by the relevant IT regulations of the MTVA, and that it shall be fully liable for any violation of such regulations in accordance with the regulations of civil law.
- 15.4. The Contracting Party shall not be entitled to make the equipment and services - owned (managed) by the MTVA - it uses accessible to third parties. The Contracting Party shall be fully liable for any violation of this obligation in accordance with the regulations of civil law.
- 15.5. While using the received equipment, the MTVA shall provide for the maintenance of such equipment and the repair of any defects arising due to intended usage. Should the Contracting Party detect any abnormalities while operating the equipment, it shall be obligated to immediately stop using the equipment and, at the same time, to notify the MTVA. If the received equipment is destroyed, lost or becomes unusable for reasons attributable to the Contracting Party, the Contracting Party shall be obligated to reimburse the MTVA for the value of the equipment.
- 15.6. If the Contracting Party returns the received equipment after its right to use the equipment has already been terminated, the MTVA shall be entitled to charge, in addition to the usual monthly fee, an additional fee equal to 100% of the monthly fee.



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.