

GENERAL TERMS OF CONTRACT

to the lease of premises agreement of Hungarian Heritage House (Hagyományok Háza)

The Hungarian Heritage House is budgetary organ of the state with full legal capacity operating according to its right, which leases the premises located in the properties under its management at its registered seat in Vigadó (Entertainment Hall) of Buda (1011 Budapest, Corvin tér 8) and its Hungarian Heritage House sites in connection with its core activity.

Scope of the General Terms of Contract

1. Hungarian Heritage House (hereinafter also referred to as Lessor) defines the general terms of contract for the periodical lease of the following premises in the present General Terms of Contract (hereinafter referred to as Premise Lease GTC or GTC):
 - theatre hall (with removable seats);
 - space at the entrance to the theatre hall in the case of separate use;
 - atrium on the ground floor;
 - small premises (Béla Halmos, Zsigmond Karsai and Jolán Borbély room);
 - photo gallery;
 - any other premise that may be used separately;hereinafter collectively referred to as Leased Premise.

The lease of the above premises equally includes the premises used in connection with the leased area (dressing rooms, toilets, cloakroom, corridors).

2. **The present GTC shall prevail in respect of the lease of the premises listed under section 1 for a definite period (generally for a specific purpose, in particular events, programmes) in the absence of statutory provisions or alternative provisions set by the parties in a separate agreement.**
Hungarian law, in particular, provisions governing Act V of 2013 on Civil Law and Act LXXVIII of 1993 on certain rules concerning the lease and alienation of residential and non-residential premises shall prevail in matters not regulated in lease of premises agreements and herein.

Lease of Premises Agreement

3. The Parties shall agree on the basic technical services provided by the Lessor supporting the organisation of the event to be held in the Leased Premise and on complementary services (mediated services in certain cases) within the framework of the lease of premises agreement. Unless regulated otherwise in the separate agreement, the Lessee shall pay the fee of these concurrently to paying the lease fee as a part of this fee.
4. Based on the lease quote requested by the Lessee, the Lessor shall prepare and send the lease quote via email, which includes the key components of the lease agreement, in particular:
 - the purpose of the lease (e.g. cultural event, event (hereinafter referred to as event));
 - the duration of the event;
 - the starting and ending time of the time required to prepare for and close the event (installation, packing, rehearsal, etc.);
 - precise specification of the premise(s) intended to be leased (Leased Premise);
 - services provided by the Lessor (complementary or mediated) supporting the organisation of the event to be held in the leased premise;
 - individual and total price of the services.
5. The quote is valid until the date specified in it. If a quote is accepted, the Lessor and Lessee (hereinafter jointly referred to as Parties) sign the specific lease of premises agreement prepared by the Lessor, amended as necessary based on mutual negotiation.

6. If a Lessee replies to the quote after deadline, the Lessor reserves the right to change the price. The Lessor reviews its cost and the sales price of the rental services at the end of each calendar year and updates its price list, which is applicable from 1 January of the following year, thus it is expected that the price of services change in the following year (without acceptance of the quote within deadline).
7. Where, after the rental contract enters into force, a Lessee submits a new or amended request to the Lessor about the rental services offered in the framework of the rental relationship, besides communicating it orally, the Lessee shall also communicate this in an e-mail or on-the-spot record and pay the consideration in the final invoice. Any confirmation by the Lessor to the contents of the e-mail or the signature of the records by the parties shall constitute a written supplement to the lease of premises agreement.

Terms of Payment

8. The price quote accepted by the Lessee lists the detailed and total fee of the lease fee and complementary services. The Lessor shall pay the lease fee via transfer based on the invoice issued by the Lessor (fee payment request issued in advance in the case of a deposit).
9. The Parties agree that lease of premises shall be interpreted as the organisation of an external event hosted in the case of the calculation of the overhead expenses paid by the Lessor.
10. The Lessor may charge the late interest specified in the Civil Code in the event of late payment by the Lessee, in addition to which it may enforce its claim relating to the compensation of damages possibly caused in connection with the event.

Rights and Obligations of the Parties

11. By signing the lease of premises agreement, the Lessee declares and guarantees to be the sole organiser of the event, have the power to conclude the lease of premises agreement and bear full liability for organising and holding the event. The Lessee explicitly guarantees to comply with legal regulations applicable to the given event, in particular, shall obtain the official and other permits, licenses required to hold the event, satisfy its obligation to declare the event and hand over a copy of these documents to the Lessor prior to the event.
12. The Lessee agrees to use the leased premises solely for the purpose specified in the lease of premises agreement (or the price quote constituting an annex to it). Hungarian Heritage House may not host any events that conflict with the Fundamental Law or Hungarian legal regulations and may refuse to host events that conflict with the objectives and activities listed in its articles of association.
13. By signing the lease of premises agreement, the Lessee acknowledges that the property is a historical building in respect of which the Lessee is also required to comply with, observe the following heritage protection conditions:
 - a) The event may not cause any permanent damage to the historical building (in particular to its fixtures and statues).
 - b) Utility cables, wires, technical installations for the event may not be installed in a manner that causes damages to the protected asset.
 - c) If technical damage occurs during the event, the Lessee must reimburse the purchase price of the device to the Lessor.
 - d) The Lessee is only permitted to post or otherwise hang anything with the prior consent of the lessor.
14. The Lessee shall protect the state of the leased premises throughout the entire duration of the lease agreement.

The Lessee agrees to use the leased premises as intended, comply with the rules set by the Lessor, as well as fire, property and occupational protection regulations and shall make all of its employees, third parties acting within its scope of interest and event participants (collaborators, guests and visitors) comply with these rules and regulations. The Lessee shall bear liability for the conduct displayed by its employees and

event participants as for its own. By signing the lease of premises agreement, the Lessee declares to have gained knowledge of and accepted as binding the regulations referred to by the Lessor accessible on the Lessor's website, in particular, the rules detailed in the Fire Safety Regulation, and accepts that the lighting an open fire in the area of the leased premises is prohibited.

15. The Lessee accepts that the maximum capacity of the premises offered for lease is the following, with the fact that the exact capacity is always determined by Hungarian Heritage House on the customer's specific needs
 - theatre hall with seats (number of seats): **289 persons**
 - theatre hall with removed seats:
 - empty: **300 persons**
 - in the case of a reception (with elbow rests): **250 persons**
 - the space at the entrance to the theatre hall if used separately: **100 persons**
 - the Atrium on the ground floor:
 - in the case of a reception (with elbow rests): **200 persons**
 - seats + stage: **150 persons**
 - seated at oval tables: **100 persons**
 - small premises:
 - Béla Halmos room: **80 persons**
 - Zsigmond Karsai room: **70 persons**
 - Jolán Borbély room: **50 persons**
 - any other premise used separately: in accordance with the terms of the given lease of premises agreement
16. The Lessee accepts that smoking is prohibited in the entire area of the Entertainment Hall of Buda and agrees to also make its employs and third parties acting within its scope of interest comply with this.
17. The Lessee undertakes to send to the lessor's contact person a written script of the event and a scenario of the use of the technical staff and site no later than 10 days before the event. If the Lessee fails to comply with his obligation under this paragraph, the lessor shall not be liable for any failure to fulfil the technical and professional conditions of the event, and the Lessee acknowledges that in this case he will be solely responsible for the damage resulting from it, and he shall be liable to pay any compensation for any damage caused to the third party. In this event, the Lessee also states and undertakes not to submit any claims against the Lessor, and if additional needs arise on the spot, which the Lessor undertakes to perform and performs, the Lessee shall pay for such services and/or tools.
18. The Lessee shall, as the sole organiser of the event, be responsible for the use of any work subject to copyright or neighbouring rights (such as that of a performing artist) or any performance subject to neighbouring rights at an event held in the leased premises; as such, the Lessee shall be responsible for obtaining all permits required to hold the event and for paying copyright. The Lessor shall not assume responsibility for these.
19. If a Lessee rents a room for an event that also falls within the activities of the tenant,
 - a) during its promotion, the Lessee should draw particular attention to the fact that the organizer of the event is himself, and the Lessor is only providing the location;
 - b) in order to ensure appropriate attendance, the Lessee undertakes not to present the same program in Budapest and its agglomeration in the three weeks preceding the event and for the two weeks thereafter.
20. The Lessor may check intended use both during the course of the preparation of the event, at the time it is held and during the course of any possible follow-up, disassembly activity without unnecessarily disturbing the activity of the Lessee.
21. The Lessee shall hand back the leased premises to the Lessor in the state it was in when it was leased when the lease agreement terminates without the Lessee being required to clean it.

The parties shall determine in the lease of premises agreement the duration of the rent, as well as the duration of the preparatory works and the dismantling and departing works. As the ending of the event, Parties shall consider the time when the Lessee has left the building of Budai Vigadó.

22. Parties shall specify the amount due in the lease of premises agreement. It is in the vital interest of the Lessor that the event end on the date stipulated in the lease of premises agreement, since this is necessary for planning and maintaining continuous operation. To this end, the fee provided for in the specific contract is only applicable if the event ends on time.
The Lessee acknowledges that the extension of the duration of the event is possible only upon prior on-site consultation and the agreement of the Lessor. If the duration of the event exceeds that specified in the lease of premises agreement as a result of the extension, the Lessor shall charge rent for each hour commenced, which shall be included in the final invoice and the Lessee shall pay.
23. The Lessee accepts that the Lessor may, if necessary, take measures to maintain the safety of personnel and the property by restricting the rights of the Lessee ensured in the lease of premises agreement, which shall not be deemed violation of the lease of premises agreement by the Lessor.
24. The Lessee agrees to compensate damages caused to the leased premises, or to any third party at the event, by the Lessee or third parties employed by or acting within the scope of interest of the former or by persons attending the event.
25. The Lessor shall be entitled to record on-the-spot any facts or claims relating to the rent (plus service, extension, damage, etc.) and the Lessee shall sign the records, adding any additional opinions.
26. The Lessee accepts that the Lessor is unable to issue a parking permit for the area in front of the entrance to Hungarian Heritage House or streets nearby.
27. The Lessor declares that no third party has any right in connection with the leased premises that would restrict or prevent the Lessee from using it.
28. The Lessor shall ensure that the leased premises are clean and in a fit state for use and shall provide the basic and complementary services listed in the lease of premises agreement ordered by the Lessee to be able to hold the cultural event at high standard.
29. The Lessor shall not bear any responsibility for the safety of objects, equipment placed in the leased premises. The Lessee accepts that the Lessee shall be responsible for protecting the equipment, technical installations, sets, decorations taken to the venue by the Lessee and necessary to hold the event and concluding liability insurance in connection with the event.
30. The Lessee is not authorised to sublease the leased premises.
31. In its own publications on the event (such as a poster, leaflet, program book, press publication), the Lessee must (also) use the logo provided by the Lessor and the official name of the event site ('Hagyományok Háza'), in addition to any another indication of the event site, e.g. address, 'building of Budai Vigadó'. The Lessor does not undertake to perform any type of marketing service (poster, leaflet, etc.) and does not advertise the event on its website; the event may only be displayed in the program calendar.
32. The Lessee declares that he/she is competent to organize the event: The Lessee shall exercise due diligence during the organization and staging of the event with regard to such persons.
33. Should the event fail to happen for any reason, the redemption of any tickets which may have been bought and the reimbursement of the ticket prices, in this context, shall be the sole responsibility of the Lessee, unless the parties have agreed to jointly sell tickets.

34. The Lessor shall be entitled to use the unrented part of the premises of Buda Vigadó for his own purposes during the term of the rental, and to take all measures to ensure safe and proper operation; he is also entitled to make any necessary and urgent repairs, taking into account the nature of the event, throughout the term of the rent; however, the event shall not be disturbed beyond what is strictly necessary to remedy the fault. The Lessor shall be entitled to close off spaces for audience use and to use them for his own purpose or other events in the building, but only to the extent that the entrance of the Lessee is not rendered inaccessible.

Basic and additional services related to lease of premises agreement

35. The Lessee shall only be entitled to distribute/offer free of charge food or beverages or to carry out any sales activity in the rental with the prior written consent of the Lessor. In the event of a breach of this obligation, the Lessor shall pay a penalty equal to 5% (five) of the rental fee within 8 days of a notice thereof. The authorized sales activities and sales are governed by point 11, so in particular: the Lessee is responsible for obtaining and creating all necessary permits for sales, the Lessee is responsible for its execution and legality as the organizer of the event, the Lessor's liability in this regard is excluded.
36. Mandatory services:
- a) In the case of a program in Hungarian Heritage House, the use of staff service provided by a partner contracted with Hungarian Heritage House is mandatory as a basic service (e.g. hostess service, cleaning service, event supervisor, technical staff).
 - b) Parties specify that if the Lessee wishes to provide a hostess service in connection with the event himself, he must also order and use the hostess service of the partner contracted with the Lessor as a basic service.
 - c) The hostess service is ordered for a minimum of 5 hours.
 - d) The person(s) supplying the cloakroom service shall receive and keep the guests' upper clothes and their bags, umbrellas and other accessories, as well as provide custom-made cloakroom tickets. Clothing and accessories may only be released from the cloakroom if the ticket is returned. If someone fails to do so, Hungarian Heritage House is able to release the delivered clothing and accessories under the conditions set out in its House Rules, after getting an additional fee of HUF 2,000.

Special Rules for Leasing the Theatre Hall

37. The Lessee agrees that the sets to be placed on the stage may only be placed there by pegging them down or hanging them from a rail.
38. If the theatre hall is leased, by signing the lease of premises agreement, the Lessee agrees to issue a maximum number of tickets and complimentary tickets and shall only allow a number of persons to attend the event in a manner that at any given time the size of the audience simultaneously in the theatre hall does not exceed the maximum capacity of the theatre hall specified in section 15 of the present agreement. In terms of capacity, the audience that holds a ticket or a complementary ticket shall include the total number of persons in the theatre hall during the performance for other reasons. The latter shall, in particular, but not limited to, include all performers who take a seat after their performance, the technical staff collaborating in the organisation of the event who must be there in the audience, press and media representatives, persons accompanying performers, security personnel, etc. The Lessee accepts that it may not issue any other ticket to the audience to the event other than the standing room tickets and seated tickets. The Lessee agrees to solely bear liability for any damages caused by violating the terms detailed in the present section; the Lessor shall not bear any liability in connection with the above. The Lessee shall pay a penalty equivalent to 25% of the lease fee to the Lessor within eight workdays of the receipt of the notice in the case of the violation of obligations set forth in the present section; furthermore, the Lessor may also demand that the Lessee compensate damages exceeding the rate of the penalty by applying other legal consequences of serious breach of contract.

Cancellation conditions, Lease of Premises Agreement Termination

39. The Lessee accepts that the Lessor is capable of providing the lease service based on its available capacity and the objectives detailed in its articles of association. In light of this, the performances staged by the Hungarian State Folk Ensemble and the professional programmes held by the Lessee shall be prioritised. As such, the Parties agree that either contracting party may, up to the 45th workday preceding the scheduled date of the event, validly withdraw from the lease of premises concluded by issuing a unilateral statement without the obligation to pay the penalty or compensation or compensate for cancellation (cancellation).
If the Lessor cancels the event within 45 workdays prior to the scheduled date of the event (with the exception of termination with immediately effect regulated under section 41), the Lessor shall pay back any advance payment possibly already paid to the Lessee; furthermore, shall compensate expenses certified by invoices ensuing from the cancellation of the event to the Lessee, which may not exceed 25% of the gross lease fee.
40. The Lessee may cancel the event beyond the period of 45 workdays up to the 30th workday prior to its scheduled date by paying 25% of the gross lease fee or within 30 workdays prior to the scheduled date of the event by paying a cancellation penalty equivalent to 100% of the gross lease fee.
41. The Lessor may terminate the lease of premises agreement with immediate effect, demand the payment of the penalty at the rate specified under section 40 and compensation of damages possibly exceeding this in the event of damages caused owing to the conduct displayed by the Lessee violating the terms of the lease of premises agreement or such conduct displayed by its employees or third parties acting within its scope of interest (termination with immediate effect). The Lessor may deduct the penalty that may be demanded in light of termination with immediate effect and the amount of damages possibly exceeding this from the advance payment possibly already paid by the Lessee.
42. If the event is cancelled owing to an event considered force majeure, the Parties shall either agree on a new date to hold the event or, if either Party notifies the other Party in writing that it is unable to provide the leased premises on an alternative date, shall terminate the lease agree with immediate effect based on the unilateral statement issued by either Party. Neither party shall bear liability for damages in the case of force majeure, both parties shall separately bear expenses incurred in connection with the lease until the termination of the lease of premises agreement and damages ensuing from cancellation. (Force majeure shall mean a strike, natural disaster, epidemic as well as electricity or other utility outages, etc. that makes it impossible to hold the event.)
43. The Parties shall issue all unilateral statements in connection with the lease of premises agreement, in particular, the statement of withdrawal from, cancellation and termination of the lease of premises agreement and all bilateral agreements in writing; written form constitutes a precondition for these statements to be valid. In the absence of an alternative agreement between the Parties, statements issued to amend or terminate the lease of premises agreement and statements issued to enforce a claim ensuing from the agreement are to be sent as a certified postal item or a document delivered personally received by the representative of the given party.
44. Statements issued in writing mailed as required as a certified postal item shall be presumed delivered on the fifth workday following the second attempted delivery if the postal item is sent back labelled unclaimed, moved, refused delivery, addressee unknown, unable to deliver or any other similar label. The postal item shall be presumed delivered on the date on which the post sent the undelivered postal item back to the sender, if it is not possible to determine the second attempted delivery date or the second attempted delivery did not take place.

Data protection, Confidentiality

45. The Parties agree that, in order to conclude and perform the lease of premises agreement, the name, position and work contact details of the natural person representatives of the Parties, their employees and

other collaborators (hereinafter collectively referred to as collaborators) shall be processed as personal data. Preparation, conclusion of the agreement, preparation of documents generated throughout the duration of the performance of the agreement and communication constitute the purpose of data processing. The legal grounds of processing is the rightful interest of the Parties to perform the agreement; recording, storing, use and erasure of the personal data constitutes the mode of processing. The Parties shall process the personal data until the expiry of the document processing safeguarding deadline set in the agreement. The given contracting Parties, acting as controller, are the sources of the personal data in the case of their respective collaborators, who, by signing the agreement, declare to have informed their respective collaborators of processing regulated under the present section in a certifiable manner and have obtained their consent to processing.

46. The Lessee accepts the competence of the competent inspection authorities in connection with the lease of premises agreement based on Government Decree 355/2011 (of 23 December) on the Government Control Office and Act LXVI of 2011 on the State Audit Office of Hungary. In the interest of the public use of budgetary funds, the Parties may not refuse to provide information in connection with the key terms of the lease of premises agreement with reference to trade secret.

Settlement of Legal Disputes

47. The Parties declare to make every effort to peacefully settle any possible legal dispute. The Lessee agrees to submit to the exclusive jurisdiction of the Central Court of Buda to settle any possible legal dispute ensuing from the lease of premises agreement should the former prove unsuccessful.