

**GENERAL TERMS AND CONDITIONS (GTC)**  
**(COMMERCIAL ACTIVITIES RELATED TO SERVICES AND NON-FOOD GOODS)**

*Effective as of: 4 May 2022*

**1./ Preamble**

1.1. The subject matter of these General Terms and Conditions (hereinafter referred to as **GTC**) is to regulate the commercial activities of a natural or legal person conducting commercial activities related to services and non-food goods (hereinafter referred to as **Vendor**) at the event organised by Sziget Kulturális Menedzser Iroda Zártkörűen Működő Részvénytársaság (H-1033 Budapest, Hajógyári-sziget, Land Registry No. 23796/58, postal address: H-1399 Budapest, P.O.B.: 694/245., Tax ID No.: 26189905-2-44, Company Registration No. 01-10-049598, hereinafter referred to as **Sziget Zrt.**), which event shall be designated in a Specific Contract concluded between the Parties (hereinafter referred to as **Event**).

1.2. The personal scope of these GTC shall automatically cover Sziget Zrt. and the Vendor, which shall enter into a contract for the performance of commercial activities at the Event (hereinafter referred to as **Specific Contract**). The Service provider made these GTC available to the Vendor for perusal and acceptance prior to the conclusion of the Specific Contract. The GTC shall be deemed to have been made available by providing the web address of the GTC published on an internet platform. The Vendor shall make a declaration in the Specific Contract on having understood and accepted the provisions of these GTC.

1.3. The Parties hereto agree that in case of an eventual collision between any provision of the Specific Contract and these GTC, the provisions of the Specific Contract shall prevail.

1.4. Sziget Zrt. hereby declares that it has a valid title to the exclusive use of the premises designated for the location of the Event and that it is exclusively entitled to merchandising the rights related to any and all catering and commercial activities on said premises.

1.5. By accepting these GTC, the Vendor undertakes that it shall meet and cause its contributors (hereinafter each a "**Contributor**", collectively "**Contributors**") to be met all effective and applicable legal requirements, including but not limited to the provisions of the Hungarian Labour Code and Act 93 on the occupational health and safety, as effective, all applicable labour standards and legislation on protecting employees, fire-protection regulations as well as other commercial legislation, regulatory approval documents and all statutory requirements in the case of goods, the

merchandising of which requires specific requirements to be met. Vendor may appoint Subcontractors solely upon the prior written consent of Sziget Zrt.

1.6. The Vendor hereby declares possession of all other qualifications, attestations and permits certifying the Vendor's entitlement to exercising commercial activity necessary and essential for lawfully exercising said activity and that the Vendor is able to prove said entitlement as required. The Vendor shall also present these certifying documents and permits to the authorities in their original form or their certified copies on the Event premises.

1.7. The Vendor agrees to meet the requirements set forth in said permits by the special authorities and obtain all respective permits. The completion of this obligation shall be presented forthwith by the Vendor to Sziget Zrt. upon notice by Sziget Zrt. calling for such action.

1.8. The Vendor shall be fully liable for the breach of any statutory or regulatory provision committed by the Vendor or by the Vendor's fault including but not limited to authority fines, confiscation of goods, losses of sales due to closures, etc. The Vendor undertakes that, in case of breaching regulatory provisions, the Vendor shall notify Sziget Zrt. of the issuance of the report on the breach or the imposition of the fine within 12 hours. In the event of a failure in this regard, the Vendor acknowledges that Sziget Zrt. will refuse to continue any further cooperation at any future events following the Event and that, simultaneously, the Vendor shall be obliged to pay Sziget Zrt. HUF 500,000 as liquidated damages.

1.9. The Vendor shall comply with any merchandising conditions related to the goods and the applicable provisions of judicial protection and brand protection rules. The Vendor shall retain on the premises (hereinafter "**Premises**") the original form or certified copies of the purchase invoices proving the origin of the goods for sale.

1.10. Sziget Zrt. hereby excludes any liability for any damage done to the Vendor, the Vendor's contractors, contributors or their employees caused by visitors to the Event.

1.11. The Vendor shall assume full liability for any harmful event that occurs on the location the use of which is awarded to the Vendor by the Contract. In case of any accident or harmful event, the Vendor shall immediately inform the Contact person designated by Sziget Zrt. The Vendor may do so at three locations during the Event: the Front Desk of the Sziget Office, the Technical Base and the Central Supply Base Office.

1.12. Sziget Zrt. hereby undertakes that if the Event does not take place for a reason imputable to Sziget Zrt., it shall repay the Vendor the amount paid for service, installations and decorations

fees within a maximum of 60 (sixty) days. If the Event is organised in a manner that is inconsistent with the content of the Specific Contract but the change of the terms does not materially affect the Vendor's economic opportunities, the amount of the already paid service, installations and decorations fees or any part thereof shall not be reimbursed to the Vendor.

1.13. The Vendor and/or the Vendor's Contributor shall conduct themselves on the Premises in a manner consistent with civility, general standards of behaviour, being mindful of the interests of Sziget Zrt. and the entire Event and in compliance with the applicable legal requirements including but not limited to the preparatory and subsequent building and dismantling works. The Vendor and/or the Vendor's Contributor shall refrain from any form of expression, communication or act which may jeopardise or harm the interests of Sziget Zrt. and the Event as well as others' personality rights, life, health or physical integrity. The Vendor and/or the Vendor's Contributor shall have a particular obligation to protect natural assets and shall refrain from causing them any harm and littering.

In case of violation of the above rules, Sziget Zrt. may impose a prohibitory injunction on the Vendor and/or any member of the Vendor's Contributing organisation for a defined period of time (until the end of the Event or a longer period), which injunction may be partial (a specific Event or Events) or complete (all Events organised by Sziget Zrt.). The person who is affected by the prohibition shall immediately leave the Premises upon the request of the person acting on behalf of Sziget Zrt. Subsequent to the expiry of the injunction, Sziget Zrt. is entitled making visits to the Events subjects to specific conditions. Simultaneously, the Vendor and/or the Vendor's Contributor shall pay for any damage caused to Sziget Zrt.

1.14. To ensure the safe running of the Event, each and every person present in any capacity on the Event premises shall fully observe the respective parts set forth in the Integrated Emergency Prevention, Fire-control and Disaster Control Plan (hereinafter referred to as **Safety Plan**). The violation of the provisions of the Safety Plan or non-compliance therewith shall result in prohibition of entry to the Event and Sziget Zrt. may claim damages from the Vendor. Adequately qualified and duly authorised contributors of Sziget Zrt. shall ensure compliance with the rules of conduct and safety on the premises of the Event. The Vendor expressly agrees to fully cooperate with such contributors within the limits of the law and shall follow their orders in case of emergency.

## **2./ Terms relating to the Vendor's activities**

The Vendor shall perform commercial activities in compliance with the following terms:

2.1. The Vendor shall appoint at least one person in charge per work shift, whose name and phone number shall be displayed in an easily visible place in this person's unit and which name and phone number shall be delivered to the Commercial Department of Sziget Zrt. until the beginning of the Event.

2.2. The Vendor shall delimit in a straightforward manner the working perimeter behind the Vendor's unit (hereinafter: **Hinterland**), preventing unauthorised persons from accessing such hinterland. The Hinterland may not be wider than the front of the unit and its depth may not exceed five metres. Regardless of culpability, the Vendor shall assume exclusive liability for any harmful event and accidents within the hinterland. The Vendor's contributors or employees may not be provided with accommodation on the Hinterland.

2.3. The Vendor shall place a nameplate in an easily visible place. The Vendor shall also place a notary certified Complaints Log accompanied by a pen suitable for writing in an easily visible and accessible place. The Vendor shall place a customer information booklet about complaint forums and information on arranging for quality defects with the required content in an easily visible place.

2.4. The Vendor shall be barred from playing music. Sziget Zrt. has informed the Vendor of the noise emission limits applicable to the Event during the day and at night and of the day and night noise emission limits applicable before and after the beginning of the Event. The Vendor shall be obliged to comply with said limits before, during and after the Event. If the Vendor fails to observe said limits, Sziget Zrt. may take any action necessary for noise emission to remain within the limits set forth in law and the permit for the Event.

2.5. The Vendor acknowledges that moving from the designated area without permission shall result in the immediate termination of the Specific Contract and the payment obligation of HUF 500,000 in liquidated damages. With regard to the above, the Vendor is not entitled to applying for damages or any other claim.

2.6. On no account may the Vendor sell food products, alcohol or sunglasses. In the event of a failure to comply with the above obligation, the Vendor shall be obliged to pay HUF 200,000 per occurrence in liquidated damages.

2.7. If the Vendor attempts to supply products to the premises of the Event without certification or fails to comply with the provisions of Clause 1.8, Sziget Zrt. shall be entitled to terminate the Specific Contract with immediate effect. The unlicensed product shall be disbursed by Sziget Zrt. at the end of the Event after settling its accounts with the Vendor.

2.8. The Vendor hereby acknowledges that Sziget Zrt. may impose the following sanctions related to Clause 2.7:

- (i) Confiscation of unauthorised products supplied to the premises;
- (ii) payment obligation of HUF 200,000 per occurrence in liquidated damages for Sziget Zrt.

2.9. The Vendor agrees not to use sacks, bags or boxes made of plastic; instead the Vendor shall be obliged to use paper or other environmentally friendly, biodegradable (PLA) plates, cups, cutlery and packaging materials. The breach of this provision shall result in a warning on the first occasion, a payment obligation by the Vendor of HUF 60,000 on the second and HUF 200,000 on the third occasion in liquidated damages.

2.10. The Vendor and/or its Contributor shall protect at the Premises the natural assets and shall refrain from causing damages thereof or leaving waste.

2.11. Sziget Zrt. shall employ during and after the Event environment protection control personnel providing continuous surveillance with respect to the above provision and environmentally harmful activities that take place on the premises of the Event. The Vendor shall be obliged to observe the applicable environmental protection regulations and refrain from any conduct which has or may have any environmentally harmful effect to the Event premises.

2.12. The Vendor hereby agrees that a record shall be made of any environmental damage in each case.

2.13. The Vendor shall assume full liability for any damage resulting from events or omissions incurred within the Vendor's scope of activity or interest. In case of such event, Sziget Zrt. shall be entitled to terminate the Specific Contract with immediate effect and exclude the Vendor from any future cooperation. The Vendor is not entitled to applying for damages or any other claim against Sziget Zrt in relation to the foregoing.

2.14. In case of any breach relating to environmental protection obligations, the Vendor shall be obliged to pay HUF 200,000 per instance of environmental damage in liquidated damages.

2.15. The Vendor shall provide a designated place for promotional materials delivered by Sziget Zrt. and place such material in compliance with the instructions of Sziget Zrt.

2.16. The Vendor may only display the Vendor's own promotional materials (e.g. Banners, posters, flyers, etc.) within the Vendor's business area on the condition that if Sziget Zrt. should object to any promotional material, the Vendor shall ensure the removal thereof.

2.17. Handing out flyers on the premises of the Event is strictly prohibited.

2.18. The Vendor shall not display any advertisement that harms the interests of Sziget Zrt. or any sponsor of the Event, including advertisements popularising a competitor of such sponsor. The Vendor shall assume full liability for damages for displaying such advertisements, and it shall result in immediate termination of the Contract.

2.19. The Vendor warrants that the content of the Advertisements is accurate, does not infringe the rights of third party natural or legal persons, and does not violate the advertising prohibition and limitations set out in Act XLVIII of 2008 on the Fundamental Conditions and Certain Restrictions of Commercial Advertising Activities.

2.20. The Vendor acknowledges exclusive liability for the correctness of the data disclosed and that of the information disclosed in the advertisement and the violation of the aforementioned third party rights by the advertisement.

2.21. The Vendor shall in every case assume full liability for displaying advertisements negatively affecting the other vendors' and third parties' interests and the resulting conflicts (breach of contract). In this respect, the Vendor shall fully and preliminarily hold harmless and indemnify Sziget Zrt.

2.22. The Vendor may not display advertisements which breach legal provisions or violate the standards set out in the Hungarian Advertising Ethics Code. Sziget Zrt. may request the Vendor to remove advertisements of such nature and advertisements that, based on the sole perception of Sziget Zrt., (a) violate the requirements of Clauses 2.15 to 2.21, (b) are incompatible with the image and spirit of the Event, (c) violate directly or indirectly the market and/or business interests of Sziget Zrt., or (d) are unreasonable by virtue of technical aspects or due to their volume. The Vendor shall comply with said request forthwith and may not assert any claims against Sziget Zrt. in regard thereto. The Vendor shall assume full liability for damages in case of displaying such advertisements, and such display may result in immediate termination of the contract by Sziget Zrt.

2.23. In the absence of prior written permission, the Vendor may not use the logo or the unique font of Sziget Zrt. or the Event, nor may the advertisement induce third parties to create an impression that it is a material made by Sziget Zrt.

2.24. If the Vendor does not comply with the technical regulations of the event and thereby causes malfunction, the Vendor shall pay HUF 200,000 per occurrence in liquidated damages.

Sziget Zrt. shall be entitled to suspend the Vendor's activities until payment of the foregoing damages.

2.25. Following the Event, the Vendor may not conduct business activities on the premises of the Event.

2.26. The Vendor shall refrain from foreign currency exchange activities or any other activities that is unlawful or the performance of which the Vendor is not entitled to, activities which negatively affect the lawful business and economic interests of Sziget Zrt., are otherwise incompatible with the content of this Contract or discourage or may discourage the effectiveness thereof. There are official foreign currency exchange units on the Event premises.

2.27. In the event of a pandemic or epidemic situation, the Vendor shall comply with the relevant provisions of the applicable laws and the regulations of Sziget (even if they are providing conditions which are stricter than those provided by the laws).

### **3./ Car entry to the Event and professional tickets**

3.1. At each entry to the premises of the Event, the Vendor shall park the vehicle in the designated area where the controller personnel of Sziget Zrt. may fully inspect the vehicle. The Vendor's employees shall assist the controllers' work.

3.2. The limited car entry permits provided by Sziget Zrt. provide authorisation for transport of goods from 3:00 A.M. to 3:00 P.M., which permit only entitles the Vendor to operate inside the Event premises for the transport of goods.

3.3. The rules of the Highway Code shall be applicable on the premises of the Event. In addition, the Vendor shall observe special traffic rules and shall drive the vehicle exercising greater duty of care taking utmost account of the special circumstances deriving from the nature of the Event.

3.4. The representative designated by the Vendor may receive the car entry permits at the time of purchasing the tickets.

3.5. The Vendor hereby acknowledges that the car entry permits provided by Sziget Zrt. as set forth in these GTC may not be transferred to a third person. Resale or further transfer of the car entry permit is strictly forbidden, the violation of which may result in termination of the Specific Contract by Sziget Zrt. with immediate effect.

3.6. In order to resolve any eventual parking problems, the Vendor shall be obliged to display the driver's mobile phone number in an easily visible place in each car of the Vendor.

3.7. In case of breach of obligations set out in Clauses 3.1-3.6. of this Chapter 3, the Vendor shall be bound to pay HUF 50,000 in liquidated damages for each permit or occurrence depending on the number of vehicle entry permits concerned by the breach and other acts in violation of the Contract.

3.8. Sziget Zrt. shall deliver the tickets to be provided to the Vendor under the Specific Contract in the course of a separate purchase transaction. The Vendor shall use the tickets purchased by it for their intended use in a way that the tickets may not be marketed and may only be acquired by the Vendor's work organisation. The Vendor hereby agrees to be bound by strict liability and direct indemnification obligation towards Sziget Zrt. for misusing the tickets received regardless of the identity of the person which receives said tickets on behalf of the Vendor and which third party the aforementioned person passes said tickets to irrespective of the system in which said tickets are passed on. The Vendor acknowledges that in case of possible misuse of the tickets, Sziget Zrt. may impose liquidated damages with respect to each misused ticket in an amount equivalent to three times the value of such tickets. Having regard to the fact that Sziget Zrt. keeps record of and retraces the issued tickets based on a specific ID.

Sziget Zrt. assigns the armbands permitting entry to the Event to a specific natural person, requesting an official identification document containing a photograph as proof of such person's identity and reading, storing and processing the data of such identification document in compliance with applicable data processing authorisation and/or policy. If a person acting on the Vendor's behalf refuses to subject themselves to the previous provision, Sziget Zrt. may justifiably invalidate the authorisation for entry and deny such access to the premises of the Event.

#### **4./ Technical requirements**

4.1. Sziget Zrt. shall remove waste free of charge in accordance with the following: For the duration of the Event, the competent authority responsible for the maintenance of public spaces with territorial jurisdiction shall designate waste collection points in the vicinity of the commercial unit. Waste shall be placed in these containers in sealed bags.

4.2. Sziget Zrt. hereby agrees to clean its environment free of charge. For this purpose, it shall provide cleaning personnel for the entire duration of the Event.

4.3. Sziget Zrt. shall provide mobile toilets in block for the personnel holding a health record and employed in commercial units.

#### **5./ Payment solution applied at the Event**

5.1. Payment shall take place at the Event not in cash but instead in the following two ways:

(i) On the one hand, payments shall be made with an RFID armband functioning as an electronic voucher issued by Sziget Zrt. (hereinafter referred to as the FestiPay system). The Vendor may not

accept payment in cash; however, the Vendor shall accept the RFID armband as an electronic voucher.

(ii) On the other hand, payment at the Event may also be made by using a bankcard payment system based on a separate agreement between Sziget Zrt. and OTP Bank Nyrt. The system is based on a special payment instrument equipped with a radio frequency transmitter and a terminal suitable for reading such instrument in order to effect a purchase.

5.2. The FestiPay and bank card payment systems shall not substitute for the intended use of cash registers. The Vendor shall fulfil the obligation of providing receipts with receipts complying with the legal provisions or by way of a cash register in compliance therewith.

5.3. The Vendor hereby agrees that Sziget Zrt. may have recourse to a deduction during the accounting process pursuant to Chapter 7 of these GTC concerning the amount of the liquidated damages agreed to be paid by the Vendor under this Contract in each case of contract breach committed by the Vendor. Any claims giving rise to liquidated damages may be satisfied immediately.

5.4. If at the latest 15 days prior to the beginning of the Event Sziget Zrt. decides not to use the above cashless payment methods, the Vendor shall be obliged to accept Hungarian forints and Euros as payment. The Vendor shall be obliged to accept Euros in compliance with the legislation in force at the time and at an exchange rate as defined and previously agreed upon by Sziget Zrt.

## **6./ The FestiPay system**

6.1. FestiPay Készpénzmentes Fizetési Szolgáltatások Zrt. responsible for the installation and operation of the RFID-based payment system (hereinafter referred to as **Service Provider**) shall provide the Vendor with electronic payment points, comprising NFC POS Terminals and NFC card readers (hereinafter referred to as **Terminal**) in the quantity defined in the Specific Contract. The Vendor shall enable the Service Provider to build the infrastructure associated with the Terminal. The Vendor shall provide the Service Provider with the right of entry necessary for completing the operating tasks, as well as access to said devices. At the time of the delivery of the Terminal, the Service Provider and the Vendor shall commit to writing the fact of delivery and all material aspects thereof. The Terminal and its accessories may only be received by the Vendor's previously reported representative upon providing proof of that person's identity.

6.2. The Service Provider shall provide the Vendor with a training on the use of the Terminal prior to the Event and continuous support during the Event. Attendance at such training by the Vendor and the persons designated by the Vendor constituting the personnel operating the Terminal is obligatory. The Vendor or the person

operating the Terminal may not invoke lack of knowledge about the training materials in case of causing damage but they shall retain full liability for causing such damage.

6.3. Sziget Zrt. and the Service Provider may verify the RFID armband payment option at any time, particularly during test purchases. If the Vendor fails to arrange for payments with the FestiPay system or the Vendor accepts cash, debit or credit cards other than the types designated under the scope of this agreement or other cash substituting methods of payment, the Vendor shall pay Sziget Zrt. HUF 100,000 on the first occasion, HUF 250,000 on the second and HUF 500,000 on the third and any subsequent occasion in liquidated damages.

6.4. The Vendor shall promptly notify the Service Provider in case of any Terminal malfunction. The vendor shall pay particular attention to the safety of the Terminals and that of the uninterruptible power supplies (UPS) and protect them against any impact from, or damage caused by, the customer and other third parties. If a Terminal or a UPS is damaged or otherwise tampered with and this results in damage to such devices, which damage derives from the conduct of the Vendor, persons acting on the Vendor's behalf, customers or other third parties, the Vendor shall be obliged to pay for the entire damage thus caused.

6.5. The Vendor shall not be entitled to remove the Terminals from the premises of the Event in order to protect the information technology used by the Terminals. In the case of failure to comply with this rule, the Vendor shall pay Sziget Zrt. an amount equal to the value of the Terminal as liquidated damages.

6.6. The Service Provider shall inspect the defective Terminal and/or card reader when reporting the defect as well as all Terminals and card readers when taking them back into its possession after the end of the Event within one hour following such repossession and, in the event of defect or damage, the Service Provider shall classify the defect in accordance with the Annex to these GTC.

6.7. Sziget Zrt. shall be entitled to withhold from the turnover payable to the Vendor as surety the amount per damaged Terminal calculated pursuant to the classification based on the foregoing paragraph. The Parties shall account for the surety within 30 days following the last day of the Event based on the report provided by the Service Provider in a way that Sziget Zrt. shall transfer the part of the surety amount used for the replacement or repair of the damaged Terminal to the Vendor.

6.8. If a UPS is damaged, the Vendor shall be obliged to pay Sziget Zrt. HUF 18,000 + VAT per UPS in liquidated damages.

6.9. The Vendor shall return all Terminals to the Service Provider within three hours following the official closing of the Event. If the Vendor fails to comply with the above requirement to return the

Terminal, Sziget Zrt. may justifiably impose on the Vendor HUF 6,000 gross procedural fee per Terminal in connection with any unreturned Terminal and after each week begun for a maximum of four subsequent weeks. The Vendor hereby acknowledges that the accounting process scheduled for the last day of the Event and the subsequent payment to the Vendor shall not take place until the Service Provider has certified to Sziget Zrt. that the Vendor has returned all the Terminals.

## **7./ Settlement of accounts and payment**

(i) Settlement of accounts in the FestiPay system

7.1. The central server collects the payment transactions of the Vendor's Terminals. The FestiPay system's settlement process shall take place at a settlement point established for this reason, based on the transaction reports stored on the central server of the card system during the opening hours set out in the commercial information sent in email prior to the Event. The settlement process shall take place for a transaction period lasting from 2:00 A.M. each day until 2:00 A.M. on the following day. Sziget Zrt. expects the Vendor or the Vendor's duly authorised contact person to be present at the above settlement point at least on one occasion during the Event for the purpose of data reconciliation. The Vendor shall be entitled to settlement of the sums received on the days selected by the Vendor, which sums Sziget Zrt. may settle via bank transfer. Settlement for the last day of the event and PayPass turnover may commence on the third working day following the last day of the Event at the earliest. Subsequent to the acceptance of the compensation proposal sent to the email address specified by the Vendor, Sziget Zrt. shall issue an invoice covering the fees payable by the Vendor until the twentieth day following the last day of the Event at the latest. Sziget Zrt. shall send the invoice to the Vendor by post and the amount decreased by the amount of the service fee set out in the Specific Contract, the FestiPay network usage fee and, where applicable, the amount of liquidated damages shall be transferred by Sziget Zrt. to the bank account of the Vendor specified in the Contract.

7.2. Settlement shall take place in compliance with applicable legislation at all times subject to appropriate certification procedures.

7.3. Revenue and expense records shall be made regarding the turnover in each accounting period.

7.4. At the time of settlement, if applicable, Sziget Zrt. is entitled to claim liquidated damages from the Vendor. The Sziget Zrt. is entitled to claim damages in excess of the liquidated damages.

7.5. If the Vendor fails to settle its accounts on the day following the last day of the Event, Sziget Zrt. shall issue an invoice until

the fifteenth day following the last day of the Event covering the fees payable by the Vendor, which invoice shall be sent by Sziget Zrt. to the Vendor by post and the amount decreased by the amount of the service fee, the FestiPay network usage fee and, where applicable, the amount of liquidated damages shall be transferred by Sziget Zrt. to the bank account specified by the Vendor in the Contract.

7.6. The Vendor and the contact person responsible for financial settlement designated by the Vendor hereby acknowledge that they shall verify their identity with an ID card, address card and company stamps to the employee of Sziget Zrt. Sziget Zrt. shall not be obliged to settle its accounts until the full completion of the foregoing certification methods. The Vendor shall be responsible for informing the Contact person of the above.

7.7. The amount of the aforementioned calculated fee and fixed fee shall be paid by the Vendor to the Cashier's Office of Sziget Zrt. on the day following the last day of the Event, and Sziget Zrt. shall have a right of lien on any and all chattels of the Vendor on the premises of the Event, the removal of which by the Vendor may be forbidden and prevented by Sziget Zrt. until the Vendor has fully paid said fees to the cashier's office of Sziget Zrt. If the payment is not made on the business day following the last day of the Event, Sziget Zrt. may satisfy its claim from the pledged items.

7.8. Sziget Zrt. shall make payments by bank transfer and only to the bank account provided in the header of the Contract. Sziget Zrt. excludes its liability in case the bank account provided by the Vendor is under debt collection. Sziget Zrt. shall be entitled (but not obliged) to fulfil payments in cash.

7.9. The Vendor hereby declares to have received from Sziget Zrt. complete and detailed information on the provisions of the agreements related to the payment system affecting the Vendor's activities related to this Contract. The Vendor undertakes to fully perform the obligations set out in the communication.

(ii) settlement of bank card payments

7.10. The requirements set out in these GTC relating to the FestiPay payment system shall apply mutatis mutandis to the bank card payment system adapted as necessary to this Chapter due to the particular aspects of the payment system, the method of payment and the technical characteristics of the terminal necessary for the intended operation of such system.

7.11. The settlement period for bank card payments shall be the period defined by OTP Bank Nyrt, between 0:00 A.M. and 12:00 P.M. During the Event, the Vendor shall be entitled to request information on turnover of bank card payment on the days selected by the Vendor, the settlement of which, however, may only be possible via bank transfer, following the third business day after the Event. Sziget Zrt. shall issue an invoice covering the fees payable by the

Vendor until the twentieth day following the last day of the Event at the latest, and shall send the invoice to the Vendor by post and the amount decreased by the amount of the fees determined by the Specific Contract, especially service fee, the FestiPay network usage fee, installation fee, decoration fee and, where applicable, the amount of liquidated damages, compensation and other fee determined by the Specific Contract shall be transferred by Sziget Zrt. to the bank account specified by the Vendor in the Contract.

7.12. The Vendor declares to be aware that no separate agreement shall be made between the Vendor and OTP Bank Nyrt. regarding, in particular, the conclusion of a point of sale contract in relation to the payment system; therefore, the Vendor shall exercise greater care in the course of the application and use of the system, shall act in full accordance with the instruction received from Sziget Zrt. and shall observe any and all mandatory legislative requirements concerning the payment system.

7.13. The Vendor shall refrain from any misuse regarding the terminal, means of payment and the payment system and shall ensure and promote the fulfilment and the enforceability of the provisions set forth in a separate agreement between Sziget Zrt. and OTP Bank Nyrt. The Vendor shall assume an unconditional obligation for cooperation in this regard.

## **8./ Effective date**

8.1. These GTC shall enter into force on 4 May 2022 for an indefinite period. At the time of entry into force of these GTC, any formerly effective GTC in the subject matter of these GTC shall be repealed.

8.2. The Vendor hereby acknowledges that Sziget Zrt. is entitled to amend these GTC unilaterally. In the event of an amendment of these GTC, said amendment shall be italicised and underlined and the deletions shall be marked by strikethrough as compared to the content of the last version of the GTC consolidated with amendments. The amendments shall enter into force with immediate effect upon their disclosure and the act of making them available.

8.3. The Parties may withdraw from the Specific Contract in the following cases:

- (1) Sziget Zrt. with immediate effect if the Vendor is in material breach of any provision of the Specific Contract on the condition that if the breach could be remedied - also taking into account the duration of the Event - the Vendor shall be called upon previously in writing and by setting a reasonable deadline to remedy said breach forthwith;
- (2) either Party with immediate effect if the other Party is subject to bankruptcy proceedings or its winding-up is ordered in a final and binding court decision;
- (3) Sziget Zrt. with immediate effect if the Vendor defaults with any payment obligation exceeding 15 (fifteen) days;

(4) the Vendor with immediate effect within fourteen days from notification if Sziget Zrt. amends these GTC and such amendment is detrimental to the Vendor.

8.4. In cases where a Party hereto may justifiably withdraw, but this right may not actually be exercised due to services rendered or such right may only be exercised with unreasonable effort including, but not limited to, a withdrawal which may only be effected subsequently to the commencement of the Event, the Party entitled to withdrawal may unilaterally terminate the Specific Contract with the restriction that such termination shall not concern any accounting obligations arising from the Specific Contract for services already rendered, that is, in this case the Parties hereto shall settle their accounts regarding the performances in accordance with contractual terms. The Parties hereto may not claim any reimbursement and/or retention against one another with regard to the services rendered in accordance with contractual terms.

## **9./ Liability**

9.1. In case of claiming damages, the Party making said claim shall prove in a credible manner the occurrence of the damage, the amount of the damage and the causality relationship between the occurrence of the damage and the conduct/omission of the Other Party.

9.2. The Parties hereto assume liability for their Contributors' actions as their own on the condition that if Sziget Zrt. fulfils its obligations by using the services of a third party, Sziget Zrt. shall not assume liability for the tools provided by the Vendor for such third party and shall pass it fully to such third party.

9.3. A temporary power supply installation is operated at the Event; therefore, Sziget Zrt. will not assume liability for brief power outages during operating hours. In regard to damage resulting from the foregoing, where applicable, Sziget Zrt. excludes its liability to the fullest extent with the provision that it shall remedy the problem in the shortest period of time possible.

9.4. The Vendor acknowledges that is the Vendor fails to observe legal requirements or the regulations of Sziget Zrt. including but not limited to the following: Rules of conduct relating to the Event and those concerning the operation/building/dismantling of the Premises, and if in doing so the Vendor causes any damage, the Vendor shall be required to fully compensate for such damage.

9.5. If either Party is obstructed in fulfilling any of its contractual obligations as a result of war, rebellion, terrorist attack, strike or a demonstration not amounting to strike, import or export embargo, accident, fire, blockade, flood, epidemic, earthquake, natural disaster, severe storm, serious power supply malfunction, serious traffic turmoil/hindrance, authority action or other unforeseeable and unavoidable obstacle outside the scope of responsibility of the Vendor or Sziget Zrt., the party concerned

shall not be liable for any loss or damage incurred as a result of this. This force majeure provision shall apply mutatis mutandis to the Event in its entirety and any specific programme or service of the specific Event. The foregoing provisions are duly applicable if the Event in its entirety or in part is cancelled or any specific service is not available as a consequence of a prohibition by law or any authority or the decision of Sziget Zrt., each passed with an eye to a pandemic or epidemic situation.

## **10./ Confidentiality**

10.1. The Parties hereto shall hold all private, technical, legal and business fact, information, data and know-how they become aware of during the fulfilment of the Specific Contract in the strictest confidence and may not disclose or make them available to third parties or the public unless the other Party has previously consented thereto in writing.

10.2. The Parties shall be fully liable towards each other for any breach of liability. Similarly, the Parties hereto shall assume full liability for damages to one another if any person employed by, affiliated with or engaged in any other type of working relationship with them, their contractors and any person acting on their behalf breaches said confidentiality.

10.3. The confidentiality obligation shall be imposed on the Parties after termination of the Specific Contract for an unlimited period of time.

10.4. The provisions of Act 54 of 2018 on the protection of commercial secrets shall duly apply to the confidentiality, the term of confidential information and the breach of the confidentiality obligation.

## **11./ Final provisions**

11.1. Unless otherwise provided for by Annex no. 1, the Parties hereto may only notify, communicate with, legally act, inform or call upon one another (hereinafter referred to as Letter) in writing, via registered letter with acknowledgement of receipt or email to be sent to the address or email address as specified in the Specific Contract. An email shall be deemed to have been received on the first business day following dispatch.

11.2. Any amendment of the Specific Contract shall only be valid in writing. Any statement relating to the amendment or termination of the Specific Contract may only be sent by the Parties hereto via registered letter with acknowledgement of receipt or other letter received by the other Party in an evidenced manner (email shall not be acceptable). For the effectiveness of any eventual amendment to the Specific Contract, however, the written consent of the other Party's duly authorised representatives is also necessary.

11.3. These GTC shall become an integral and inseparable part of the Specific Contract upon becoming available to the Vendor.

11.4. The Parties hereto shall be obliged to settle disputed issues resulting from the Specific Contract and/or these GTC and shall make an attempt at resolving their differences amicably. If unsuccessful, the Parties shall confer exclusive territorial jurisdiction upon of the Budapest District Courts for Districts II and III and that of the Székesfehérvár Regional Court.

11.5. For issues not regulated by these GTC, the laws of Hungary, and in particular, the provisions of the Hungarian Civil Code shall be applicable.

11.6. The parties hereto declare that their capacity to conclude a contract is not limited by any means, they are entitled to entering into the Specific Contract and this agreement is not in contradiction with any contract made by them in this subject matter with third persons.

11.7. If either Party fails to raise objection or delays with raising objection to the breach of any provision of the Specific Contract or the GTC on one or more occasions, or waives on one or more occasions its right to exercise a right arising from the Specific Contract or the GTC or such right is not exercised or only exercised with delay, such failure may not be regarded as a waiver of other rights or a waiver of making a claim due to breach or any future breach of the Specific Contract or the GTC.

11.8. During the fulfilment of the Specific Contract and the GTC or in the contractual relationship concluded in relation thereto, the Parties shall be obliged to do their utmost to prevent the other Party's goodwill from being harmed and so that its company name may not be invoked in an immoral, distasteful or offensive context or in any detrimental way or context regarding the other Party or its direct or indirect proprietors.

**GENERAL TERMS AND CONDITIONS (GTC)**  
**TERMINAL DAMAGE CLASSIFICATION LEVEL**

FestiPay Készpénzmentes Fizetési Szolgáltatások Zrt. classifies the defective or malfunctioning Terminal and/or card reader or the defect at the time of notification and/or repossession after the end of the Event in case of defect, damage or absence, as follows (prices are expressed in gross amount).

To be paid in case of replacement:	
The complete POS price (ICT 220 desktop GPRS):	HUF 105,000
The complete POS price (IWL 221 mobile terminal):	HUF 135,000
Complete price of the card reader:	HUF 30,000
price of the power supply:	HUF 4,500
Price of the magic box:	HUF 6,000
Price of the cable between CTLS and POS:	HUF 1,000
Plastic crate with lid:	HUF 4,000

To be paid in case of repair:	
POS repair cost:	Invoice amount increased by HUF 2,000*
CTLS reader cost:	Invoice amount increased by HUF 2,000*
Minimum inspection fee of no longer repairable devices:	HUF 4,500
Terminal protecting case replacement:	HUF 1,500

\*Invoice shall mean the invoice issued by the Ingenico service centre increased by HUF 2,000, which covers the postal and administrative cost related to the device.

Sziget Zrt. shall be entitled to withhold from the turnover payable to the Vendor as surety the amount per damaged Terminal necessary to repair or replace the Terminal as set out above. Should the device be damaged in such a way that it renders the device beyond repair, the minimum inspection fee and the full price of the device shall be withheld or deducted.