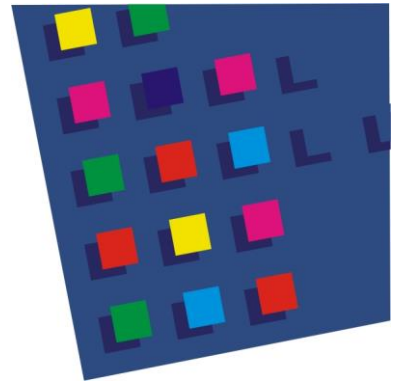


# General Terms and Conditions



The present General Terms and Conditions (GTC) contain all provisions which form inseparable part of lease agreements concluded for the lease of **Kölcsey Központ in Debrecen**, and which therefore shall be obligatory for the contracting parties, just like the provisions of the individual lease agreements.

1.) Due to the short term of the contract and the relevant will of the parties the lease agreement shall not be terminated with **ordinary notice**.

2.) **Termination with immediate effect** shall be governed by the provisions of act LXXVIII of 1993 on the lease and alienation of apartments and premises, of the Civil Code, of the other relevant Hungarian legal regulations and of the individual lease agreement. The right to terminate the contract with immediate effect shall be exercised in writing, with the obligation to provide reasons.

3.) **Right to withdraw:**

Any of the parties shall be entitled to **withdraw** from the lease agreement in line with the provisions set forth herein, even in lack of any breach of the contract by the other party. The withdrawal shall terminate the contract, thus this means that the contract is terminated with retroactive effect. Withdraw may be exercised only in writing, the withdrawing party shall not be obliged to provide reasons for its unilateral, written, dedicated declaration.

The withdrawal shall be considered properly communicated to the other party if it was made in writing. The written notification may be delivered in person (against confirmation of receipt signed by the other party) or by mail, by sending the notification to the seat of the other party defined herein in registered mail. The contracting parties shall be mutually obliged to notify the other party about the change of their seat in writing, in lack of which the unsuccessful delivery of the notification about the withdrawal shall not be successfully referred to against the other party.

In case of delivery by mail the day of delivery shall be the 3<sup>rd</sup> (third) *business day* following the day of mailing, unless the document was sent to the other party via fax (e-mail). In the latter case the day of notification shall be the day of the confirmed fax (email) sending, provided that within 3 (three) days following this delivery personal delivery also happens or the delivery with ordinary mail takes place as well; in lack of this the before mentioned main rule shall be applicable for the time of delivery.

If regarding the **Kölcsey Központ** the withdraw takes place at least **60 /sixty/ days** before the start of the rental period (**45 /forty-five/ days** in case of the ball room, **30 /thirty/ days** in case of the small rooms, the exhibition room and the Foyer), no payment obligation shall burden the withdrawing party towards the other party in relation with the termination of the rental relationship. However, within the restoration of the original conditions the contracting parties shall return the services already provided for the other party within **15 /fifteen/ days** following the termination of the rental contract, the latest.

In case of withdrawing the contract within the before mentioned time period in lack of the breach of the contract by the other party the withdrawing party shall pay to the other party, based on the gross rental fee defined in section 4 of the lease agreement, **retention money** the amount of which equals to the proportion of the contract defined in section 8. The amount of the retention money shall be paid by the withdrawing party at the time of notifying the other party about the withdrawal by bank transfer or cash payment to the other party. The withdraw shall not become valid until the payment of the retention money in line with this section, therefore the time of notification shall be the day of the arrival of the retention money to the other party (crediting on bank account or cash payment).

4.) At the time of expiry of the lease agreement, and in case of termination of the lease agreement for any reason the lessee shall leave the premises subject of the rent and the building of the Kölcsey Központ within **3 (three) hours** and shall return the premises to the lessor in clean condition, free of the lessee's any belongings.

5.) The lessee shall make available for the lessor and leave the premises within **3 (three) hours** following the termination of the contract even if it does not agree with the termination of the lease agreement with immediate effect or for any other reason, and for the enforcement of its rights the lessee or the lessor is going to court.

6.) Should the lessee fail to fully meet its payment obligations resulting from the rental relationship the lessor shall be entitled to withdraw the contract with its unilateral statement and shall not be obliged to make the premises available for the lessee. In such case the lessee shall pay **frustration penalty**, the amount of which equals to the gross rental fee indicated in section 4 herein within **8 (eight) days**. The lessor shall be entitled to claim the compensation of its proven damages excessive of the frustration penalty.

7.) If for reasons imputable to it the lessee fails to meet any of its data provision obligations set forth in section 6 herein, the lessor shall be entitled to withdraw the contract with its unilateral statement and shall not be obliged to make the premises available for the lessee. In such case the lessee shall pay **frustration penalty**, the amount of which equals to the gross rental fee indicated in section 4 herein within **8 (eight) days**. The lessor shall be entitled to claim the compensation of its proven damages excessive of the frustration penalty.

If the reasons of the late or failed performance of the data provision may not be imputable to the lessee, and if the late data provision does not lead to the cancellation of the event, the lessor shall not be entitled to withdraw the contract unilaterally, but the lessee shall compensate the lessor for all proven damages and extra costs which are in causal relationship with the breach of the contract by the lessee.

8.) The lessee rents the premises in known condition. The lessee shall be eligible to all profits of the premises from the takeover of the premises, and shall bear all burden related to them up to the time of return.

9.) The lessee shall place advertisement, transparent or other type of promotion in the premises only if the lessor approves the placement in advance and the original advertisements located in the premises remain fully visible.

The consent shall be withheld only if the planned advertisement would result in adverse consequences regarding the lessor's obligations resulting from an existing advertisement contract. The lessor shall provide reasons for refusing the request for consent; if the lessee eliminates the relevant reason, the consent shall not be withheld any more. The costs of the preparation, placement and removal of advertisement shall be borne by the lessee.

10.) **Gastronomy services:**

**Kölcsey Központ:**

Only a third person in contractual relationship with the lessor (Debreceni Gyógyfürdő Kft.) shall be entitled to provide **gastronomy services for compensation** in the Kölcsey Központ, therefore during the term of the rent the lessee shall not provide gastronomy services of any kind without the prior written consent of the owner of exclusive rights.

The lessee may resort to any other persons providing gastronomy services for compensation only if the owner of exclusive rights cannot and/or does not want to provide the gastronomy services and declares this in writing for the lessee.

If the lessee requires gastronomy services other than those provided in the buffet, and requires services performed outside the buffet, it shall primarily request the services of the owner of exclusive rights and shall start negotiations with the owner of exclusive rights in order to reach an agreement.

For the purposes of this chapter gastronomy services cover the sale of any food products, food, alcoholic and non-alcoholic drinks, coffee, refreshments and/or tobacco products in the area of the Kölcsey Központ for third persons, including the serving of these for guests of certain events.

A If the lessee does not want to resort to the gastronomy services provided by the owner of exclusive rights in the Kölcsey Központ but wishes to order them from another person, the owner of exclusive rights may demand the payment of proper compensation (earnest money), which covers the loss of its revenue.

The following rules shall apply for **gastronomy services provided without compensation**:

In the Kölcsey Központ the lessee and the exhibitor companies shall be entitled to offer, during the term of the event held in the leased premises, at their own stands for their own guests the following gastronomy products for immediate consumption, provided that the offer of these products shall not bear and commercial features and the exhibitor companies shall not charge anything for them (products with commercial purpose and/or at commercial quantity shall not be offered free of charge; in such case the before mentioned provisions about the provision of gastronomy services for compensation shall govern the relationship of the parties).

Such gastronomy products may be the following: refreshments and juices, mineral water, coffee, cappuccino, salted sticks, cookies, chips, other sweet and/or salted bites, chocolate and fruits. The lessee and the exhibitor companies shall be entitled to offer these gastronomy products in the area of the Kölcsey Központ only if they possess valid establishment permission for the time period and venue of the given event. However, during the provision of permitted, free gastronomy services the lessee and the exhibitor companies shall not bring to the area of the Kölcsey Központ baking and cooking devices suitable for making food and drinks on the spot, or catering and delicatessen products, confectionery (e.g. ready-to-eat food, delicatessen products, cakes, sausages, ice-cream), the production, storing and serving of which is subject to strict health care regulations and to the possession of the relevant permission of the National Public Health and Medical Officer Service.

Regarding the acquisition of products offered free of charge the lessee and the exhibitors shall primarily approach the exclusive owner of exclusive rights and shall initiate negotiations in order to reach agreement. The lessee (exhibitor) may resort to any independent suppliers for the provision of products offered free of charge only if the owner of exclusive rights cannot and/or does not want to provide this type of gastronomy services and declares this in writing.

In each case in which during the term of the rental contract that lessor provides for the lessee any service areas (e.g. Foyer) for the gastronomy services requested by the lessee without any charge, the rental fee shall not cover the insurance and loading of the equipment and/or furnishing necessary for the gastronomy services and the costs of cleaning therefore regarding these costs the lessee shall make agreement with the Debreceni Gyógyfürdő Kft.

**Common provisions:**

In case the lessee breaches any of its obligations set forth herein for reasons imputable to it, it shall be responsible for all damages which are suffered by Főnix Rendezvényszervező Nonprofit Kft. or other person(s), including the compensation paid by the Főnix Rendezvényszervező Nonprofit Kft. to the exclusive gastronomy service provider as consequence of the breach or any other amount, and the amount of damages suffered by the Főnix Rendezvényszervező Nonprofit Kft., with special regard to the lost profit.

If the lessee breaches its obligations defined herein, the lessor shall be entitled to withdraw the lease agreement with its unilateral declaration, and shall not be obliged to hand over the premises to the lessee. In such cases the lessee shall pay to the lessor as **frustration penalty** the amount of the gross rental fee defined in section 4 herein within **8 (eight) days** following the termination of the contract. The lessor shall be entitled to claim the compensation of its proven damages excessive of the frustration penalty.

The employees of the security service shall be entitled to prevent the entry of gastronomy products not authorised by this GTC to the area of the leased premises. The lessee agrees to warn the visitors of its event about this rule, including persons performing the preparatory works of the event

11.) In line with the existing contracts concluded by the lessor at the time of the events subject of the lease agreement as regards soft and alcoholic drinks only the products traded by Debreceni Gyógyfürdő Kft. may be sold at Kölcsey Központ. According to the contracts it is not permitted to display the products of any other companies which are the competitors of Debreceni Gyógyfürdő Kft. in the leased premises, including all forms of display for advertising purposes.

The lessee shall not violate the above mentioned product and advertisement exclusivity in relation to the event covered by the lease contract to any extent, also with regard to the fact that in line with the provisions set forth in the General Terms and Condition earlier a third person (i.e. the exclusive gastronomy service provider) shall have exclusive right to provide gastronomy services.

In case the lessee breaches any of its obligations set forth herein for reasons imputable to it, it shall be responsible for all consequential damages which are suffered by Főnix Rendezvényszervező Nonprofit Kft. or other person(s), including the amount of damages or other similar pecuniary compensation paid by Főnix Rendezvényszervező Nonprofit Kft. to Debreceni Gyógyfürdő Kft. as a consequence of the contract breach, and the total amount of damages suffered by the Főnix Rendezvényszervező Nonprofit Kft., with special regard to the lost profit.

If the lessee breaches its obligations defined in this paragraph, the lessor shall be entitled to withdraw from the lease agreement with its unilateral declaration, and shall not be obliged to hand over the premises to the lessee. In such cases the lessee shall pay to the lessor an amount equivalent to the gross rental fee defined in section 4 herein as a frustration penalty within 8 (eight) days and the lessor shall be entitled to claim also the compensation of its certified damages excessive of the frustration penalty from the lessee.

12.) For the completion of the event organised by it the lessee shall be entitled to erect temporary establishments and perform construction works (including drilling holes in the walls) only in possession of the prior written consent of the lessor at its own cost, in connection with which the lessee shall in each case inform the lessor in advance in writing about the necessary technological requirements of the erection and the operation, and about the electricity needs of the establishments. The lessee shall be entitled to erect temporary

establishments in the leased premises only in possession of the necessary permissions, if the erection does not cause any damage in the leased premises. The lessee shall be fully responsible for all damages caused by the establishments. The lessee shall demolish the erected temporary establishments before the end of the lease period at its own costs.

13.) In case of renting the premises of the Kölcsey Központ, with regard to the fact that the **garage area** located on the cellar floor of the Kölcsey Központ is operated by DV Parking Kft., over which the Főnix Rendezvényszervező Nonprofit Kft. lessor has no control whatsoever, the lessor has no right to offer any discounts on the fees of the parking spaces located in the garage area for the lessee or the visitors and/or the contributors of the event organised by the lessee. The use of the parking spaces shall be at own risk and at own costs.

14.) The prior written consent of the lessor shall be necessary for the performance of any value-adding investments in the leased premises or to giving the leased premises into sub-lease or allowing the use by third person(s) in any form (excluding, obviously, the use of the leased premises by the visitors and contributors of the event forming subject of the lease agreement). Should the lessee fail to perform this obligation, the lessor shall be entitled to terminate the lease agreement with immediate effect.

15.) The **rental fee** set forth in the lease agreement **shall not cover** the following:

- event organiser responsibility insurance
- health care services

The lessee shall take out **event organiser responsibility insurance** for the event planned to be held in the leased premises before noon on the day before the start of the rental relationship. In case of failure to meet this obligation the lessee, as the organiser of the event shall be exclusively liable for all damages. The lessor excludes its responsibility towards the lessee and/or third persons resulting from the lack or insufficiency of the event organiser responsibility insurance.

Furthermore, in relation to the event organised by it the lessee shall be obliged to ensure **health care services** regulated by law until noon on the day preceding the starting day of the rental relationship, and within this it shall conclude written agreement about the performance of rescue services with an organisation complying with the provisions of the EüM decree 5/2006 (II. 7), performing rescue services, possessing operation permit covering the areas of the leased premises. The lessee is also entitled to order the health care services in writing from the health care service provider which is in contractual relationship with the lessor for extra charge; in such case the lessor shall be entitled to invoice the costs of health care services to the lessee. If the law does not regulate the obligation of ensuring health care services for the event organised by the lessee, the lessee shall not have such obligation. The lessee, as the organiser of the event shall be exclusively responsible for all damages resulting from the failure to comply with this obligation; the lessor excludes its own liability for the lack or insufficiency of health care services towards the lessee and/or third persons.

The contracting parties repeatedly state that failure to perform the obligations of the lessee set forth herein, or in case of partial and/or defaulted performance all material and criminal responsibilities shall burden exclusively the lessee, as the organiser of the event.

16.) The lessee shall use the leased premises only for purposes which do not limit or hamper the condition and future proper use of the Kölcsey Központ and the leased premises.

17.) If in the premises damages occur during the term of the rent in the property and/or possessions of the lessor, the lessee shall – in case the damage results from his own or his employees imputable behaviour – pay compensation for the damages within **15 (fifteen) days** for the lessor. If the damages are not imputable for the lessee, the lessor shall bear all damages which cannot be imputable to anyone else.

During the term of the lease the lessee, as the organiser of the event shall be responsible for all damages occurring in the life, health and property of the visitors or other persons using the leased premises. Furthermore, the lessee shall be responsible for all damages which result from improper or non-contractual use. If the lessee allows third persons to use the premises without the permission of the lessor, it shall be responsible for all damages which would not have occurred otherwise.

18.) Smoking is prohibited during the whole area of the Kölcsey Központ, it is permitted only in the designated areas. The lessee shall warn the visitors of its event about this rule, including the persons performing the preparatory works of the event. All damages resulting from the violation of these rules shall be borne by the lessee.

19.) The lessor shall have responsibility for the property damages of the lessee occurring in the leased premises only if the damages occurred as result of the imputable (wilful or negligent) misconduct of the lessor or its employee. In case of proper conduct or damages caused by third persons the lessee shall bear those damages which cannot be imputable to anyone else.

20.) The lessee, as the organiser of the event shall fully comply with all valid laws and legal regulations relevant for the event and the use of the leased premises (including the House Rules of the premises, communicated to the lessee in advance), which the lessee recognises as obligatory. Furthermore, the lessee shall be responsible for any damages occur in the leased premises or in the health of guests visiting the leased premises due to the violation of laws or other legal regulations.

21.) During the term of the lease agreement the lessee shall refrain from disturbing the peace, and shall enforce this obligation towards the contributors and guests of its event. Furthermore, the lessee shall reasonably manage the possible parking problems emerging due to the event and eliminate the consequences of unnecessary littering. All responsibilities related to the present section of the GTC shall bear the lessee, as the organiser of the event, and in relation with this the lessor shall bear no responsibility towards the lessee and/or third persons.

22.) The rental relationship may be terminated with immediate effect in cases other than those listed in the individual lease agreement and/or herein if any of the parties violates any provisions set forth in the individual lease agreement and/or herein, especially, but not exclusively, if the lessee fails to pay the due rental fee, endangers the condition and features of the premises with its behaviour, or if the lessee fails to monitor the behaviour of the guests (contributors) of the event organised by the lessee, due to which the lessor suffers damages.

23.) In case of termination with immediate effect by the lessor for any reason the lessee shall pay to the lessor as **frustration penalty** (compensation lump sum) the amount of the gross rental fee within **8 (eight) days** following the termination of the contract. The lessor shall be entitled to claim the compensation of its proven damages excessive of the frustration penalty.

24.) The lessor shall have lien upon the belongings of the lessee up to the amount of the rental fee and its charges. During the validity of the lien the lessor may prevent the transport of the property subject of the lien. If the lessee transports the subject of the lien without the permission of the lessor and fails to provide other security, the lessor shall have the right to demand the return of the property at the cost of the lessee. At the time of return the lien shall be re-enforced.

25.) The parties may agree that statements made in the lease agreement and herein shall be considered properly taken if in writing, and the parties agree that any modification of the lease agreement shall be possible only in writing and with the mutual consent of the parties. The provisions about delivery set forth in section 3 herein shall be applicable for statements too.

26.) The parties shall keep all economic and other data and information related to the other party, which come to their knowledge in relation to the rental relationship confidential as **business secret**; this obligation shall prevail also after the termination of the contract. Only the duly authorised representative of the other party may give exemption from the confidentiality obligation. Any damages caused to the other party or third persons by breaching the confidentiality obligation shall be compensated by the breaching party.

27.) The lessee shall be allowed to give any information about the lease agreement and/or the present GTC, or about the lessor and/or the Kölcsey Központ to the press only with the prior written consent of the CEO of the lessor. In case of breaching this provision the lessee shall pay to the lessor as penalty the amount of the gross rental fee set forth in section 4 of the lease agreement within **8 (eight) days**. The lessor shall be entitled to claim the compensation of its proven damages excessive of the penalty from the lessor.

28.) In case of the invalidity of any provisions set forth in the lease agreement and/or herein the parties shall try to replace the invalid provision – after negotiations – with a mutually agreed valid provision. The parties mutually agree that in such case they start negotiations with each other for the replacement of the invalid provision, and they try to find a new provision which fits the best the goals of the contract and the contractual will of the parties. The lease agreement as a whole shall be considered invalid due to the partial invalidity only if the parties would not have concluded it without the invalid provision.

29.) The rental relationship is characterised by the prohibition of **implied waiver of rights**, which means that if any of the contracting parties at any time is unable to make the other party strictly meet its obligations shall not mean the waiver of the enforcement of the same right at a later time. This prohibition is also applicable if any of the provisions is breached by a party and the other party fails to object against it immediately; this shall not mean that the silent party consents to the future breach of the same provision by the breaching party.

30.) If any arguments emerge between the parties in relation with issues set forth in the lease agreement or herein the parties shall try to settle the issue amicably. In order to reach an amicable settlement any of the parties may initiate negotiations for the enforcement of its claim resulting from the lease agreement or this GTC. Should the negotiations fail, the initiator party may enforce its claim at court, in a civil lawsuit.

For issues which require court procedure the parties subject themselves to the **exclusive competence** of the Debrecen court with the right to proceed.

31.) For issues not regulated in the lease agreement and/or herein the provisions of the Civil Code (Ptk.), of act LXXVIII of 1993 on the lease and alienation of apartments and premises and of other valid Hungarian laws shall be applicable.

32.) The provisions of this General Terms and Conditions shall govern the lease agreements concluded after **1 June 2015** and shall form inseparable parts thereof.

33.) This General Terms and Conditions shall be applicable for all lease agreements which have been concluded by **Főnix Rendezvényszervező Közhasznú Nonprofit Kft.** (4026 Debrecen, Hunyadi u. 1-3. no. 28) for the lease of the premises of the **Kölcsey Központ** operated by it, located at Debrecen, Hunyadi u. 1-3.

34.) Should there be any discrepancies between the provisions of the lease agreement and this GTC, the relationship of the parties shall be primarily governed by the lease agreement.

35.) In case of the modification of the GTC to the detriment of the lessee the **Főnix Rendezvényszervező Közhasznú Nonprofit Kft.** shall inform by mail all lessees who have concluded lease agreement in relation with the Kölcsey Központ at least *15 (fifteen) days* before the new provisions enter into force.

If the modification of the GTC does not happen to the detriment of the lessee, the notification of the lessees shall not happen directly; the lessor shall inform the lessees on its website ([www.fonixinfo.hu](http://www.fonixinfo.hu)) at least *3 (three) days* before the new provisions enter into force.

The modification of the GTC shall be applicable for all valid lease agreements from the day on which it enters into force. In lack of the objection of the lessee made against the modification until the day on which it enters into force, the modification shall be considered accepted by the lessee.

If the lessee does not accept the modifications of the GTC and notifies the lessor about it, and if within *8 (eight)* days following this notification the parties are unable to come to agreement about the debated issues, the lessor shall be entitled to terminate the lease agreement in line with the provisions set forth herein, with immediate effect.

Debrecen, ... October 2018

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**Főnix Rendezvényszervező  
Közhasznú Nonprofit Kft.**  
*lessor*  
Edit Bódor CEO

**Undersigned lessee I hereby confirm that I have received a copy of this General Terms and Conditions and that I have fully read it before signing the lease agreement. I also state that I am bound by the provisions of the General Terms and Conditions.**

Debrecen, ... October 2018

.....  
*lessee*  
.....