

## General Contracting Terms and Conditions for Event Services

Effective from: 1<sup>st</sup> February 2020

The aim of the present General Contracting Terms and Conditions for Event Services (hereinafter referred to as ESC) is to regulate the use of services related to events conducted by Service Provider.

### I. Terms applied in the contractual relationship of Parties:

- Service Provider:** Aquaworld Zrt. (registered seat: H-1044 Budapest, Íves út 16., company registration number: 01-10-045438, tax number: 13729185-2-41), the operator of Aquaworld Resort Budapest hotel, water theme park and the Oriental Spa (hereinafter jointly referred to as Establishments), which provides services either itself or through its contributors, agents, or subcontractors.
- Guest:** Private individual using the services offered by Service Provider.
- Event:** The sum of special services rendered with unique conditions and used by multiple Guests.
- Customer:** A private individual, company, or organization having an interest in conducting the Event.
- Contracting Party:**
  - In case of service orders placed by the Customer directly to the Service Provider, the Customer is the Contracting Party, thus, provided that conditions are met, the Service Provider and the Customer together become contracting parties (hereinafter: Parties).
  - In case of service orders placed by a third party on behalf of the Customer to the Service Provider (hereinafter: Contracting Party), the conditions of cooperation are defined in the Agreement concluded between the Service Provider and the Contracting Party. In this case, the Service Provider is not obliged to examine whether this third party is duly and legally authorized to represent the Customer.

### II. General Provisions:

- Service Provider will publish the present ESC on its website at: [www.aquaworldresort.hu/w/hd/AWRB\\_RSZF\\_ENG.pdf](http://www.aquaworldresort.hu/w/hd/AWRB_RSZF_ENG.pdf)
- Service Provider established the present ESC by taking into account Service Provider's capabilities, the relevant effective legal regulations and other constraining conditions, therefore Service Provider can only deviate from the issues considered essential by it if special conditions are defined separately in an Agreement.
- Service Provider reserves the right to modify the effective ESC unilaterally in the interest of fully complying with changes of effective legal regulations on its activity.

### III. Conclusion and modification of the Agreement

- Upon the written request for offer sent by Contracting Party, Service Provider sends an offer. If no actual order is placed during the validity period defined in the offer, any obligations undertaken in the offer by Service Provider cease. The Cooperation Agreement sent by Service Provider on basis of a written order sent by Contracting Party becomes effective on the day it is signed (hereinafter: Agreement). Should Contracting Party fail to return to Service Provider the signed Agreement sent by Service Provider within 5 working days, in accordance with the delivery methods defined in Chapter XX, any obligations undertaken in the offer by Service Provider cease.
- For amending and/or supplementing the Agreement, the written and signed consent of the Parties is required.
- Subject to the discretion of Service Provider, Service Provider may also accept the signed and scanned version, or any other electronic form of the Cooperation Agreement as an original copy.

### IV. Prices

- Service Provider specifies the prices of services corresponding to the special, unique conditions in the Agreement. Since prices are calculated with regard to all services used in the Event, Contracting Party acknowledges that Service Provider reserves the right to change the unit prices in case the Agreement is modified.
- In case the price defined under Point IV.1. does not include tourism tax (TT), then the tourism tax amounts to 4%/night of the net (excl. VAT) accommodation fee, decreased by the price of the obligatory breakfast and other services, for all guests over 18 years of age. If Contracting Party or Customer has its seat/domicile or branch office in Budapest's 4<sup>th</sup> district and the Guests, who use the booked accommodation are employees of the customer company and stay in Budapest for work, then upon providing a separate statement thereon, the tourism tax payment obligation shall not apply to the Contracting Party or the Customer. In the absence of any exemption determined by law, the payment of tourism tax is compulsory. In case of changes in the rate of the effective TT determined by law, Service Provider reserves its right of modification.
- Service Provider publishes the prices of its catering services not included in the Agreement in the food menus and drinks menus applicable in each individual catering unit. The rate of the applied and invoiced service fee for any "à la carte" food or drink orders is ten percent of the total consumption value.
- Daily opening hours of Service Provider's departments:
  - Lobby bar: from 7:00 to 24:00
  - Duna restaurant: from 7:00 to 10:00; from 12:00 to 15:00; and from 18:00 to 22:00
  - Colorado restaurant: from 12:00 to 15:00; and from 18:00 to 22:00
  - Oriental bar: from 9:00 to 22:00

- Oriental Spa Wellness and Fitness Center: from 7:00 to 22:00
  - F & F Food Market restaurant: from 11:00 to 20:30
  - F & F Coffee&Bar: from 9:30 to 21:30
  - Aquaworld Water Theme Park: from 6:00 to 22:00
5. Upon the separate request from Contracting Party, Service Provider can offer extended opening hours in each of its departments for an extra fee, the conditions of which shall be defined in the Agreement.

#### V. Special conditions regarding accommodation services

1. In the interest of organizing undisturbed check-ins, Contracting Party is obliged to send to Service Provider the list of rooms together with indicating the requirements 7 days prior to arrival at the latest.
2. Simultaneously with sending the room list, Contracting Party is obliged to send the list of those special guests whose accommodation shall be provided in specified units by Service Provider, complying with the request of Customer.
3. On the day of arrival, rooms are available for Contracting Party after 15:00.
4. Should the Guests not leave their rooms by 11:00 on the closing day of the Event, Service Provider has the right to charge a late checkout surcharge between 11:00 and 15:00 in accordance with the actual rates, and 100% of the room rate after 15:00.
5. Upon request the Service Provider may allow late checkout in return for a surcharge, depending on the availability of hotel rooms; the rate and conditions of this surcharge are defined in the Agreement.
6. Upon request the Service Provider may, depending on availability, may allow the storage of luggage in a luggage room designated for this purpose, free of charge.
7. In case of technical problems arising due to unforeseeable reasons beyond the hotel's control, Service Provider reserves the right to modify accommodation.
8. The unrestricted use of the Oriental Spa Wellness and Fitness center and the discounted admission to the Aquaworld Water Theme Park included in the room price, is valid from 15:00 on the day of check-in until 11:00 on the day of check-out, during the official opening hours of these.

#### VI. The room rate includes the following services:

1. Accommodation with basic package. The contents of the basic package are defined under Point VI.2.
2. The basic package includes:
  - Hearty buffet breakfast
  - Unrestricted use of the Oriental Spa during its official opening hours; which includes the following services:
    - relaxation pool with outdoor swimming area in the garden,
    - mandala pool,
    - saunas,
    - steam room,
    - fitness room.
  - Other services:
    - complimentary bath robe for the whole duration of the stay,
    - complimentary WiFi internet connection in the entire hotel area,
    - free outdoor parking,
    - complimentary bus transfer between the hotel and Hősök tere,
    - discounted daily ticket to Aquaworld Water Theme Park with free use of Sauna World.

#### VII. The Conference Room rental fee includes the following services:

1. For the purpose of organizing the Event, the Customer may use the conference room specified by jointly by the Parties (hereinafter referred to as conference room), for the use of which conference room the Customer shall pay conference room rental fee. The conference room rental fee includes the use of the conference room with the arrangement or moving of furniture in/out of the conference room once per day, the use of one flipchart board, canvas, and sound technology with one microphone.
  - a) In case of daytime events, if Customer wishes to use the conference room concerned after 19:00 as well, however, Customer did not notify Service Provider of this request in advance, then an extension fee in amount of gross 25,000.- HUF per hour will be charged for the use of the conference room after 19:00, while in case of the "Amazonas" and "Nílus" conference rooms an extension fee in amount of gross 50,000.- HUF per hour will be charged.
  - b) In case of daytime events for which banquet-hall dinner or evening programme had been ordered as well, then if Customer wishes to use the conference room concerned after 22:00 as well, then an extension fee in amount of gross 25,000.- HUF per hour will be charged for the use of the conference room after 22:00, while in case of the "Amazonas" and "Nílus" conference rooms an extension fee in amount of gross 50,000.- HUF per hour will be charged.
  - c) In case of exclusively evening events, if Customer wishes to use the conference room concerned after 02:00 as well, then an extension fee in amount of gross 25,000.- HUF/hour will be charged for the use of the conference room after 02:00, while in case of the "Amazonas" and "Nílus" conference rooms an extension fee in amount of gross 50,000.- HUF/hour will be charged.

2. For any rearrangements of the conference room exceeding the arrangement or the moving of furniture in/out of the room, or the rearrangement thereof once a day included in the basic service, Service Provider has the right to charge gross 25,000.- HUF as conference room rearrangement fee.
3. Should any unforeseeable technical problems, overbooking, etc. arise, Service Provider reserves the right to allocate another conference room.
4. Service Provider provides the conference rooms free of charge to Contracting Party from 18:00 on the day preceding the start of the event. Service Provider reserves the right to deviate from that (e.g. extension of the previous event).
5. Should the preparatory works of the Event take longer and should the Contracting Party require technical assistance for this, Service Provider may charge a technical surcharge. Contracting Party is obliged to indicate its need for technical assistance to Service Provider in the Agreement.
6. Service Provider delivers all equipment requested during the course of the Event that are not included in the Agreement for usage charges as specified in the technical equipment list.
7. The technical and other equipment of Service Provider may only be operated by Service Provider's own staff.
8. For the involvement of subcontracted technical companies, performers, program- or event organizers for the Event organized at Service Provider, the preliminary written consent of the Service Provider shall be acquired in all instances. All consequences and damages arising from failing to do so shall be borne by Contracting Party.
9. For security and fire safety reasons, equipment of the Customer may only be used upon the preliminary written consent of the Service Provider. Service Provider grants its permit exclusively on basis of information on the technical parameters of such equipment of the Customer. The use of unapproved equipment is strictly prohibited. Contracting Party shall pay to Service Provider any damages caused by breaching this regulation.

#### VIII. Sales promotions, advertisement, decoration, banners:

1. Sale in the area of Service Provider is only allowed having the permits required by law and the Service Provider's written consent; advertising may only be conducted upon the Service Provider's prior written consent.
2. Contracting Party acknowledges that it is obliged to provide a list of its event sponsors to Service Provider.
3. The production of any photos, films, videos or sound recordings for commercial purposes is only allowed upon the beneficiary's preliminary written consent and after the notification of Service Provider.
4. Without Service Provider's preliminary consent, Contracting Party is not entitled to place any advertisements in the rented area, except if these form an integral part of the equipment.
5. The decoration of wall coverings and mobile partition walls may only be carried out upon preliminary written negotiation with Service Provider.
6. Gluing, ornamenting, decorating of the painted and wallpapered wall surfaces is not allowed for neither the Contracting Party nor the participants. Contracting Party is obliged to indemnify Service Provider by paying damages resulting from not complying with this regulation or from willful damaging.
7. Decoration works may also be performed by a third company subcontracted by Contracting Party provided Service Provider has been informed of this in advance.
8. Service Provider allows the placing flags, banners. Contracting Party is obliged to agree on the content and size with Service Provider in advance. The Service Provider's confirmation does not mean its agreement with the contents of such tools or marketing materials.
9. Service Provider offers technical assistance for the placing of one indoor and two outdoor flags or banners.

#### IX. Catering:

1. In case of limited drinks menu, Contracting Party is obliged to indicate the requested selection, while in case of dining ordered in advance, the Contracting Party shall indicate the selected menu list until 12:00 noon of the 3rd working day prior to the arrival of the group's first member at latest. After this deadline, Service Provider reserves the right to consider approved the selection previously recommended by it to Contracting Party.
2. Service Provider reserves the right to continuously check the number of participants and the amount of food and/or drink consumption. Should the number of participants or the amount of food and/or drink consumption exceed the numbers defined in the Agreement, Service Provider may invoice the difference to Contracting Party on basis of unit prices defined in the Agreement, with attention to Point XIII.; Contracting Party is obliged to settle the issued invoice as per payment terms detailed in the Agreement. According to Service Provider's internal instructions no external goods, food, or drink may be taken into the facility, except the items detailed in the Agreement.
3. Contracting Party obliges itself to call the event participants' attention to the that certain services of the hotel may only be used in clothing appropriate for the \*\*\*\* category of the hotel.

#### X. Method of payment, payment delay

1. The consideration of services provided by Service Provider to Contracting Party shall be payable following the use of services and prior to leaving the establishment at latest; however, Service Provider may allow subsequent payment within the framework of a special agreement.
2. For the purpose of guaranteeing the use of services in accordance with the Agreement and the settlement of the consideration, Service Provider may request a credit card guarantee - during which the value of ordered and confirmed services are blocked on the credit card - or it may request an advance payment of a part or all of the services as per the Agreement.

3. Service Provider may make the payment of a certain amount of advance payment or earnest money as a condition of the conclusion of the Agreement, too. In the event Customer changes the content of the agreement or orders additional services, then Service Provider require that additional advance payment or earnest money is paid.
4. Accepted methods of payment:
  - Non-cash payment instruments, i.e. the bank card types displayed and accepted by Service Provider.
  - Bank transfer initiated by Contracting Party in a previously agreed currency and within the deadline agreed upon. Should the payment be effected in a currency different from the one in the Agreement, conversion shall be executed on basis of the foreign currency exchange rates of the Central Bank of Hungary valid on the day the amount is credited to Service Provider's bank account.
  - An immediate collection order (recovery order) initiated by Service Provider if Contracting Party has authorized the Service Provider to do so in writing in advance.
5. Any extra costs arising from effecting payments in a manner other than paying HUF in cash (e.g. bank charges apart from the charges of Service Provider's own bank) shall be borne by Contracting Party.
6. In case of any default in payments, Service Provider is entitled to charge a default interest equal to the rate specified in Article 6:155 § of the Hungarian Civil Code for the period between the day of the default of the original claim and the day of its payment, which the defaulting Contracting Party is obliged to pay voluntarily, without delay, at the time of payment of the principal outstanding.

#### XI. Invoicing

1. The currency of the invoice issued by Service Provider for settlement of the services performed under the Agreement and the any extra consumption by Contracting Party/Customer/Guest, which invoice shall include the itemized list of the services and consumption, shall be HUF, in accordance with the Hungarian laws.
2. Service Provider keeps records of both the services included in the Agreement and the extra consumption in its computer system, from which it issues a written note also serving as a certificate of performance. Persons listed in the Agreement by Contracting Party are obliged to acknowledge consumption(s) by signing the above notes.
3. In case the currency of the price confirmed by the Service Provider is not HUF, the amount payable is indicated in the Service Provider's invoice both in the confirmed foreign currency and in HUF, along with indicating the exchange rate. Currency exchange is executed in accordance with the foreign exchange rates of the Central Bank of Hungary valid on the first day of the Event, registered by the Service Provider.
4. Contracting Party shall pay the invoice issued by Service Provider in the currency specified in the confirmation or the Cooperation Agreement. If the transfer is not effected in the foreign currency specified in the confirmation, conversion is done on basis of the Central Bank of Hungary's foreign currency exchange rates valid on the day the amount is credited to Service Provider's bank account.
5. Upon payment of the invoice, all bank charges related to settling the invoice's total shall be borne by Contracting Party.
6. After the issuance of the invoice, Service Provider is not able to modify names and addresses on the invoice.

#### XII. Cancellation conditions

1. Contracting Party shall pay retention money in case Contracting Party terminates or withdraws from the Agreement (hereinafter referred to as cancellation). The amount of the retention money depends on the duration of the period between the cancellation and the date of the Event specified in the Agreement. Contracting Party is obliged to pay contract penalty for cancelling the accommodation, room rental, technical equipment, catering and other services.

The amount of the retention money shall be the following:

In case of cancelling accommodation, conference room rental, technical equipment and other services, as well as the catering services, the retention money shall be equal to the fee of the services ordered, which amount shall be decreased by the amount of fees of the services which may be cancelled without retention money in accordance with Points XII.1.a) and XII.1.b).

In case of accommodation services (Part "Accommodation" of the Event Summary), the basis of the calculation of the services which may be cancelled without retention money shall be the number of the room nights (i.e. the nights multiplied by the number of rooms).

In case of conference room rental, technical equipment and other services ("Parts "Conference Room", Technical Equipment" and "other" of the Event Summary), the basis of the calculation of the services which may be cancelled without retention money shall be the fee of the services ordered.

In case of catering services (Part "Catering" of the Event Summary", the basis of the calculation of the services which may be cancelled without retention money shall be the fee of the services ordered.

**XII.1.a) Services which may be cancelled without the obligation to pay retention money in case of accommodation, conference room rental, technical equipment and other services:**

- 0-3 days prior to arrival, 0% of the room nights ordered, and conference room rental, technical equipment and other services corresponding to 0% of the fee of the conference room rental, technical equipment and other services ordered may be cancelled without retention money.
- 4-7 days prior to arrival, 5% of the room nights ordered, and conference room rental, technical equipment and other services corresponding to 5% of the fee of the conference room rental, technical equipment and other services ordered may be cancelled without retention money.
- 8-14 days prior to arrival, 10% of the room nights ordered, and conference room rental, technical equipment and other services corresponding to 10% of the fee of the conference room rental, technical equipment and other services ordered may be cancelled without retention money.
- 15-30 days prior to arrival, 25% of the room nights ordered, and conference room rental, technical equipment and other services corresponding to 25% of the fee of the conference room rental, technical equipment and other services ordered may be cancelled without retention money.
- 31-60 days prior to arrival, 50% of the room nights ordered, and conference room rental, technical equipment and other services corresponding to 50% of the fee of the conference room rental, technical equipment and other services ordered may be cancelled without retention money.
- 61-180 days prior to arrival, 75% of the room nights ordered, and conference room rental, technical equipment and other services corresponding to 75% of the fee of the conference room rental, technical equipment and other services ordered may be cancelled without retention money.
- Until the 180<sup>th</sup> day prior to arrival, 100% of the room nights ordered, and conference room rental, technical equipment and other services corresponding to 100% of the fee of the conference room rental, technical equipment and other services ordered may be cancelled without retention money.

If Contracting Party, Customer or their guests fail to start using any of the services ordered without cancellation or having notified Service Provider (hereinafter referred to as No-Show), then Service Provider may charge and invoice the services concerned with the 100% consideration of such services.

**XII.1.b) Services which may be cancelled without the obligation to pay retention money in case catering services:**

- Regarding all pre-ordered food and/or drink consumption, Service Provider requests the written finalisation of headcounts until the 10<sup>th</sup> day prior to the arrival date or the day of the use of the services concerned at the latest, with that Service Provider considers the headcount finalized by Contracting Party/Customer in writing as the guaranteed headcount. Service Provider has the right to charge a retention money for the difference between the final guaranteed headcount and the headcount defined in the Agreement, as follows:
    - Within 10 – 30 days prior to the arrival 25% of the catering services may be cancelled without retention money.
    - Within 31 - 61 days prior to the arrival 50% of the catering services may be cancelled without retention money.
    - Within 61 – 180 days prior to the arrival 75% of the catering services may be cancelled without retention money.
    - Until the 180<sup>th</sup> day before the arrival, 100% of the catering services may be cancelled without retention money.
  - Within 10 days prior to the use of the catering service concerned, Service Provider is able to accept changes as follows:
    - 10 days - 72 hours prior to the use of the catering services, the headcount may be changed up to the extent of 10% without the obligation to pay retention money. Within the same time period, Service Provider is able to guarantee the menu ordered in the same quality and composition in case of any headcount increase of no more than 10%.
    - In case of headcount decrease made within 72 hours prior to the day of the use of the catering services, retention money equal to 100% of the fee of the quantity cancelled will be charged and invoiced.
    - In case of headcount increase made within 72 hours prior to the day of the use of the catering services, the number of portions in addition to the pre-ordered quantity will be charged and invoiced with a 20% surcharge, provided that after the modification communicated in writing (via e-mail), Service Provider had confirmed the feasibility of the modification.
2. Service Provider accepts cancellations, terminations and withdrawals only in the form of explicit written statements.

**XIII. Contractual rights and obligations of Service Provider**

1. Upon the arrival of Contracting Party or its Guests, Service Provider reserves the right to request a payment guarantee - such as credit card authorization or cash deposit - for any basic or extra services not paid for in advance.
2. Should Guest not fulfill the payment obligation for the used extra or any other services ordered in the Agreement with Guest bearing the costs, Service Provider has the right to validate its claim directly against Contracting Party, as guarantor.
3. Service Provider reserves the right to transfer to Contracting Party any costs not included in the Event's information sheet, arising from unplanned changes.
4. The security service of Service Provider has the right to remove from the venue any person, who endangers the calm and safe operation of either the Event or other activities of the Service Provider, while respecting personality

rights. In case of such action of the Service Provider's security service, Service Provider may not be rendered liable for indemnity either against Contracting Party or against the person involved.

5. Service Provider is obliged to:
  - ensure the continuous use of rooms and technical equipment rented by Contracting Party in accordance with the contract. The fulfillment of Service Provider's such obligation does not preclude Service Provider hosting other events parallel to the Event outside the area rented by Contracting Party and preparing the running of such events without disturbing the Parties. The simultaneous use of entrances and passage hallways by other customers does not qualify as disturbing the Contracting Party.
  - provide accommodation, conference, catering and other services with staff having the necessary expertise and in accordance with effective regulations and service standards as ordered according to the Agreement,
  - investigate Contracting Party's written complaint, take necessary steps required for solving the problem, and document the results of investigation and measures.

#### XIV. Contractual rights and obligations of Contracting Party

1. As per the Agreement, Contracting Party has the right for the proper use of those establishments of the Service Provider which belong to the usual scope of services as defined in the Agreement and do not fall under the effect of special conditions.
2. Contracting Party may file complaints regarding the services delivered by Service Provider during its stay at the service site. In compliance with the laws, the Service Provider is obliged to handle any entries made in the 'Customers' Complaint Book' or any complaints provably forwarded in writing during this period (or recorded by Service Provider in minutes) and to inform Contracting Party of its measures within 30 days.
3. Contracting Party's right to complain terminates upon its departure from the service site, thus later it may not plead faulty performance with legal effect.
4. Contracting Party/participant at the Event is obliged to settle the consideration of the ordered services in accordance with the present ESC, within the deadline and by the method specified in the Agreement. Contracting Party is responsible as joint and several guarantor for settling the services ordered in the Agreement by bearing costs by the Guest.
5. Contracting Party is not entitled to transfer either partially or fully the use of rooms and technical equipment rented by it to any third Parties.
6. Contracting Party is obliged to endure in the rented rooms the unobstructed passage of Service Provider's staff to the extent required for serving the Event.
7. Contracting Party is responsible for obtaining any permits that may be required by authorities as per the type of the Event at its own costs and must inform Service Provider about obtaining these in a credible manner 14 working days prior to the start of the Event at latest. Any legal consequences arising from failing to obtain the necessary permits shall be borne by Contracting Party.
8. Contracting Party is obliged to comply at all times with the rules regarding the use of Aquaworld Plc's services and the provisions of the effective House Rules in the entire area of Aquaworld Resort Budapest.
9. Should any changes occur affecting the rented rooms, the technical equipment and other supplementary (e.g. catering) services, Contracting Party is obliged to inform Service Provider of this without delay. Should it fail to do so, Service Provider does not take responsibility for ensuring the conditions or ensures these needs only against extra charges.
10. Contracting Party is liable for any damages caused by its representatives, employees, agents and guests and invitees at the event, and it must pay the costs of these to Service Provider as indemnity.
11. Smoking is permitted only in the designated areas of Service Provider's establishments; damages resulting from breaching this regulation or from willful damaging impose an obligation of indemnification on the offender or the damaging person.
12. Service Provider provides parking places for Contracting Party. Contracting Party, its guests, employees and suppliers are only entitled to use Service Provider's parking places. Should the cars park in any undesignated place for any reason, any damages and costs caused by this are to be borne by Contracting Party, including any claims validated by proprietors/users of neighboring real properties, as well as all consequences resulting from potential police measures and fines. Service Provider does not take any responsibility for cars parking outside the designated parking places.
13. Contracting Party takes full responsibility for performing any loading, preparatory jobs and jobs after the event, before, during and after the event, by specialized staff having appropriate expertise.
14. Should any damages occur before, during, or after the event in the course of loading, preparatory and post-event jobs, Contracting Party is obliged to pay to Service Provider the costs of reparation, fixing, replacement or remanufacturing. This amount may not be settled by offsetting.
15. Any costs arising from storing and transporting materials and equipment not belonging to Service Provider, before or after the event, shall be borne by Contracting Party.
16. Should Contracting Party take expensive objects to the area of the establishments of Service Provider for the realisation of planned events, Contracting Party is obliged to insure these. It is the Contracting Party's responsibility to ensure the continuous safekeeping of these objects. In case of any damage, impairment, loss or destruction of these objects, Contracting Party shall be fully liable for these. Contracting Party may under no circumstances transfer liability to Service Provider for any damages that may arise. Service Provider's security guards are only

responsible for safekeeping the event's site and ensuring order; safekeeping or guarding the expensive objects is not their duty. In view of this point, Contracting Party irrevocably declares that it takes the expensive objects to and keeps them at the territory of the establishments at its own responsibility and risk.

17. Contracting Party acknowledges that it may only use images, music or other material for its programmes or as background music or background image, regardless of their technical format (film, CD, DVD, etc.), acquired lawfully in compliance with the regulations of the Copyright Act and other relevant laws. Any royalty fees relating to this shall be settled by Contracting Party, including all fees for and in connection with broadcasting. Should Contracting Party fail to fulfil its reporting or payment obligation regarding broadcasting, or violate the legal regulations and other provisions concerning broadcasting and the use of background music and background images in any other way, all responsibilities regarding these shall be borne by it, including any potential fines and indemnities.

#### XV. Refusal of performing the Agreement, ceasing of service obligation

1. Service Provider is entitled to terminate the Agreement on services provision with immediate effect and to thus refuse the provision of services if:
  - participants of the Event do not use the facility or the room(s) provided properly,
  - Contracting Party fails to fulfil its advance payment, earnest money or other payment obligation defined in the Agreement,
  - Contracting Party fails to provide until the deadline the information required for the contractual provision of services by Service Provider, or refuses to provide these,
  - or seriously breaches its information and cooperation obligation in any other manner, thus causing a legal disadvantage for Service Provider.
  - the service cannot be provided for "force majeure" reasons.

#### XVI. Indemnity clause

1. Service Provider shall be liable to Contracting Party for any damages caused at the service location by Service Provider or its staff either willfully or by serious negligence.
2. Service Provider's responsibility does not cover damages that occur due to unpreventable external causes falling outside the control of Service Provider's employees, or ones that the Contracting Party's guests or employees themselves cause.
3. Service Provider may designate such areas at the service location where Contracting Party's guests and employees may not enter. Service Provider does not take responsibility for any potential damages, injuries occurring at such places.
4. Contracting Party's guests and employees shall immediately notify Service Provider of any damages occurred to them and shall make available for Service Provider all data required for clarifying the circumstances of the loss event, or for police minutes/procedure.
5. Service Provider also takes responsibility for damages which Contracting Party's guests and employees suffer from the loss, perishing, or damage to their articles, provided that the Guest placed the articles concerned at locations (hotel reception, or the safe located in Aquaworld Water Theme Park) designated for this purpose by the Service Provider and if the Guest handed over its articles to such an employee of the Service Provider, who was entitled to take these articles into custody.
6. Service Provider shall be responsible for valuables, securities and cash only if it has expressly received them for safekeeping or if the damage occurs due to a reason for which Service Provider is responsible as per the general rules. In such cases, the burden of proof is on the Contracting Party's guests/employees.

#### XVII. Confidentiality

1. Parties consider as confidential and handle confidentially any data, documentation, and other information (especially data and information classified as business secrets) they become aware of regarding the other party or ones which belong to the sphere of interest of the other party. Parties may not disclose to any third Parties any confidential information, they may not inform third Parties of these, and they may not publish these without the preliminary written consent of the other party, except for obligatory provision of information to authorities.
2. Service Provider is obliged to proceed during the fulfilment of its obligations defined in the Agreement according to Act CXII of 2011 on informational self-determination and freedom of information and the prevailing regulations on data protection, and according to the prevalent internal rules of Contracting Party provided Contracting Party informed Service Provider of these rules.

#### XVIII. Brand protection

1. Parties may only use or mention each other's name or logo for promoting or marketing their own economic or commercial activities if they obtained the preliminary written consent of the other party for this. In case of violating the obligations stipulated in this point, Parties are liable to provide indemnity.
2. The use of the brand and the trademark is strictly forbidden in any radio, television or internet marketing campaign or advertisement, including the use of trademarks on paid lists of search programs, as meta tags, as keywords, or as links, or together with any other tools that influence the results of the search programs during searches for the brand; deviation from this is only possible by mutual Agreement of the Parties.

**XIX. Force majeure**

1. Any and all causes or circumstances (for example: war, fire, flood, power failure, strike) over which Parties have no control (force majeure) exempt Parties from fulfilling their obligations set forth in the Agreement as long as these causes or circumstances exist. Parties agree to do everything possible to minimize the consequences of such causes and circumstances.

**XX. Notifications**

1. Parties shall send all notifications to each other in writing to the address and any of the contact details of the contact person specified in the Agreement's header, either by post, fax, courier, or e-mail. Notifications resulting in amendments of the Agreement must be forwarded exclusively by post or courier.
2. Notifications shall be considered delivered 2 (two) working days from posting, provided posting is attested by the stamp of the admitting post office on the receipt of the registered mail; or in case of sending a fax, on the first working day after the successful transmission as attested by the fax report; or at the time of confirmation of the receipt of the email; or, in case of delivery by courier, on the day noted on the delivery receipt.

**XXI. Contact**

1. For the purpose of fulfilling the Contract, Service Provider processes the name and contact data of the contact person of the Contracting Party, in accordance with the Data Protection Policy of Service Provider.
2. If the contact persons of the Parties change, Parties shall notify each other of such change in writing within 5 working days from the change.
3. Contracting Party certifies with its signature below that it forwards to its guests, partners, and colleagues the newsletters, offers, and other direct marketing materials sent by Service Provider to Contracting Party with its consent only within the legally defined framework, for which it shall always take responsibility.
4. The contact person of the Contracting Party may cancel his/her consent granted under Point XXI.1., of which it shall inform Service Provider in writing.

**XXII. Other Notifications, agreements**

1. The Service Provider informs the Contracting Party that) pursuant to the claim lien agreement established on claim concluded by and between the Service Provider as lienee (the "Lienee") and CIB Bank Zrt.as lienor and agent (the "Lienor") (the "Claim-based Lien Agreement") the Service Provider hypothecated all its rights and obligations arising from the present legal relation encumbered by Lien in favour of the Lienor.
2. Pursuant to the above, all payment obligations arising from the present legal relation shall be performed exclusively in favour of the following bank account of the Lienor:  
**HUF - 10700024-44220905-51100005**  
**EUR - 10700024-44220905-50000005**
3. The Contracting Party acknowledges that it shall perform all of its obligations arising from the present legal relation to the Service Provider until the Contracting Party receives a Notice of Termination Event from the Lienor.
4. In addition, the Contracting Party acknowledges that following the day of receipt of Notice of Termination Event the Contracting Party shall fulfil its obligations arising from the present legal relation in accordance with the instructions specified in the Notice of Termination Event.
5. The Contracting Party hereby waives all of its right of contribution and objection arising from the present legal relation.

**XXIII. Applicable law and proceeding court in the legal relationship of Parties**

1. For the legal relationship between Service Provider and Contracting Party, the effective provisions of the Hungarian Civil Code shall be applied.
2. Parties shall try to resolve any disputes arising from the Agreement through negotiations; in case this proves to be inefficient, for settling any legal dispute – irrespective of the litigation value – the Parties consent to the jurisdiction of the Central District Court of Buda.