

## **Terms and Conditions (T&C) on Services provided by Weco-Travel Idegenforgalmi Kft. related to event organization**

Weco-Travel Idegenforgalmi Kft. (Registered office: 1053 Budapest, Szép str. 2. 9<sup>th</sup> floor, Company reg. No.: 01-09-065625, VAT No.: 10331615-2-41, MKEH permit No.: R-00095/1999/1999), Represented by: Balázs Horváth, Managing Director) hereinafter: Service Provider, using its many years of expertise, provides services related to event organization to its clients having individual or framework agreement (hereinafter: Client).

### **1. Scope of the T&C**

These T&C shall cover the services provided by Service Provider, the general procedure of cooperation, and also governs the due process and content of concluding the agreement between parties, the rights and obligations of parties, the events of termination of the Agreement, liability and data processing.

In the course of applying these T&C, the individual agreement concluded between Parties regarding the exact Services is deemed Agreement, on whose basis Service Provider shall provide the Services stipulated therein, to Client (hereinafter: Individual Agreement). An agreement shall be arranged further upon the written acceptance of the quotation prepared by Service Provider, by Client, and also by the acceptance of case orders placed on the basis of the framework agreement separately concluded by Parties (hereinafter: Framework Agreement), (hereinafter collectively referred as: Agreement).

Upon signing the Agreement arranged with Service Provider, Client accepts the content of these T&C. Client and Service Provider may deviate from the content of the T&C upon their mutual consent in writing. Unless otherwise provided by the Agreement, the provisions of the T&C shall also apply when it does not expressly refer thereto. In the event of any controversy between the Agreement arranged between Service Provider and Client and the T&C, then the provisions of the Agreement shall prevail.

With respect to matters not regulated in the T&C and in the Agreement, the Hungarian laws, administrative regulations, the mandatory terms and conditions of appropriately disclosed international conventions, standards in force shall apply even without any separate stipulation. These T&C shall enter into force as of its disclosure at Service Provider's website.

### **Basic types of Services**

- 2.1. Event organization in Hungary and abroad, including
  - 2.1.1. organization of conferences
  - 2.1.2. organization of trainings
  - 2.1.3. organization of company meetings
  - 2.1.4. organization of press events
  - 2.1.5. organization of product shows
  - 2.1.6. organization customer meetings
  - 2.1.7. organization of team-building events
  - 2.1.8. organization of family day, X-may party and other celebrations
  - 2.1.9. organization of other company events
- 2.2. hotel booking related to the events
- 2.3. travelling related to the events
- 2.4. fulfilment of PR and other duties related to the events
- 2.5. preparation of online platforms related to the events
- 2.6. provision of personal conditions related to the events

### 3. General due process of cooperation

#### 3.1. Quotation drafting

Prior to contracting, for the purpose of successful performance, Client shall request a quotation from Service Provider, which may take place either in writing, or (if necessary) within a personal meeting; its main purpose is to make Service Provider learn the task. Learning the background of the event and/or Client's demands, targets has utmost importance. Client shall determine the main parameters of the event requested by it, whilst Service Provider has to determine the conditions under which it is able to undertake it. Main parameters:

- duties to be fulfilled – subject of service
- number of attendees
- other information on attendees, their composition
- date
- demands on the venue
- budget (if applicable)
- proposed program, timeframe (professional and free-time)
- other relevant information arising from the nature of the event.
- terms of cancellation
- payment terms

Service Provider undertakes to, using its expertise, experience, creative team, in regards certain event types, assemble a creative program package adjusted to the image of the particular company, event. Service Provider may amend the program plan prepared by it up to 2 times according to Client's demand, free of charge. In the event Client is unable to choose from the proposed plans, then Service Provider, in exchange for remuneration, shall prepare additional plans. Its precondition is to clarify the visions. The creative program plans established this manner shall constitute Service Provider's intellectual property. Should Client, by bypassing Service Provider, implement the individual program plan prepared by Service Provider on its own or by another service provider, Service Provider is entitled to service fee, which is the 10% of the price of the complete program package.

#### 3.2. Optional deadline

Service Provider's quotation, unless otherwise communicated, shall be effective for 7 days from the disclosure to Client, i.e. it shall remain binding on Service Provider until that date. This is stated as optional deadline in Service Provider's quotation. Within the **optional deadline**, Client may order the services offered under the conditions stated in the quotation, and upon its unsuccessful expiry, it shall be no longer binding on Service Provider. Client may request to amend the optional deadline in writing, in which case Service Provider shall confirm in writing whether the optional deadline may be amended, and if yes, under what conditions.

#### 3.3. Order, Contracting

Client shall place its order having (as necessary: company) signature to Service Provider by electronic means, post, via telefax or in person, but in each case incorporated into writing.

The Agreement is arranged between Service Provider and Client in terms of the final quotation and shall be inclusive of:

- the exact description of the service,
- Service Provider's obligations,

- Client's obligations,
- the service fee of the services ordered,
- service fee for Service Provider,
- the payment terms,
- terms of cancellations,
- miscellaneous provisions.

Service Provider is not required to ascertain about whether the order and/or the Agreement was signed by the authorized party on Client's side.

### **3.3.1. Exact description of Services**

Parties set out in the Agreement:

- the duties to be fulfilled with the respective performance due dates
- in particular case, they prepare a scenario, which shall constitute a part of the Agreement

If the content of the requested service changes on Client's side, then it shall promptly notify Service Provider in this regards, who shall confirm the acceptance thereof (in certain case, by the amendment of the quotation). In the events of amendments following contracting, sending the amended quotation and the written confirmation thereof on Client shall constitute a part of the Agreement.

### **3.3.2. Service Provider's obligations**

Parties shall set out Service Provider's duties, obligations in details in the Agreement or in the order, which may vary depending on the particular event. Service Provider undertakes to perform the organization, preparation and implementation of the event according to its best knowledge, and continuously notify Client, and should Client's request has professional, ethical or other hindrances, it shall raise Client's attention thereon.

Parties shall cooperate in the selection of subcontractors, additional service providers, venues, performers, etc., however, Service Provider shall bear no liability for the level and conformity of subcontractors chosen by Client.

### **3.3.3. Client's obligations**

Parties shall set out Client's duties, obligations in details in the Agreement or in the order, which may vary depending on the particular event.

Client undertakes to timely share all necessary information with Service Provider for the success of the event, and actively contribute within the deadlines in the selection of each event, and make the necessary decisions within the provided deadline.

Client's additional general obligation is to notify Service Provider on all such advertisement platforms (molino, roll-up, films, etc.) which are placed at the event site, depending on the proposed method of placement.

### **3.3.4. Service fee for the Services ordered**

Service Provider shall clearly notify Client on the fees of each service element (room or other venue rental fee, catering, programs, traffic, accommodation, other services), and inform on the conditions regarding under which stipulations or conditions are they valid.

### **3.3.5. Service fee for Service Provider**

Service Provider shall be entitled to receive service fee for the works performed, whose extent shall be set out by parties in the individual agreement.

### **3.3.6. Payment terms**

Service Provider shall issue an invoice in its own billing system, and shall send it to Client by post or electronic means.

Client shall pay the invoice within the due date provided in the individual agreement by bank transfer.

Should the size and/or time scope grounds it and Service Provider has advance payment debt against the subcontractors involved, then it is entitled to enforce it against Client either in part or in whole and/or issue invoices as per the previously arranged payment schedules.

Client shall make the data, information required to pay the invoice (PO No., cost item, etc.) to Service Provider prior to the completion of the event.

#### **3.3.6.1. Invoice reclamation**

Client may make any potential reclamation regarding the invoice within 5 business days from receiving the invoice, only in writing, where failing to meet the deadline shall result in forfeiture. Client may also make its reclamation in electronic mail sent to Service Provider's e-mail address. Service Provider shall investigate the grounds of such reclamation within 5 business days, and notify Client on the results thereof. In the event of reclamation with grounds, the original payment due date shall be calculated from the date of the reception of the new invoice. In the event of invoice reclamation, the Client may retain the contested item only until its clarification; whilst on other items correctly stated on the invoice, the original payment due date shall apply.

#### **3.3.6.2. Payment defaults**

In the event of payment default, Service Provider may charge default interest rate permitted by the Civil Code from the date of the emergence of such arrears. In the event of payment default, Client shall pay default interest rate provided in the actual laws in force, as well as the collection flat-rate to Service Provider, on the basis of the invoice automatically issued by Service Provider without any further notice.

### **3.3.7. Terms of cancellation**

Service Provider shall order services from third parties, subcontractors, and conclude contracts for the interest and upon the assignment of Client. Service Provider shall make its best efforts to make the cancellation terms of subcontractors involved upon its contracting with Client already available, which are included in the quotation and/or Agreement. Should it occur otherwise, Client acknowledges that if penalty payment obligation incurs at Service due to its cancellation or partial cancellation, it shall undertake following the certification thereof in full.

## **4. Termination**

- 4.1. The Agreement arranged between Parties shall cease upon contractual performance.
- 4.2. The Agreement arranged between Parties may cease even without performance:

- 4.2.1. Upon Parties' mutual consent.
- 4.2.2. Upon Client's withdrawal or termination. If Client is willing to exercise its withdrawal or termination right, it shall reimburse its damage incurred to Service Provider according to as follows:
  - undertake Service Provider's commitments made in contract or already performed against third parties, which are not subject to cancellation without penalty,
  - pay the proportional part of the service fee arranged, to Service Provider. The 'proportional part' shall be determined by Service Provider's time spent with organization, which shall be determined by parties based on the time spent from contracting until closing the event.
- 4.2.3. Upon Service Provider's withdrawal or termination. If Service Provider is willing to exercise its right to withdrawal or termination, it shall reimburse the damage incurred at Client according to as follows:
  - it shall not transfer any of its obligations undertaken in an agreement or already performed against third parties, not subject to cancellation without penalty, to Client;
  - it shall pay the proportional part of its service fee arranged, to Client. The 'proportional part' shall be determined by Service Provider's time spent with organization, which shall be determined by parties based on the time spent from contracting until closing the event.
- 4.2.4. When Client is in a payment default exceeding 30 days, and fails to settle its debt upon call,
- 4.2.5. When a bankruptcy, liquidation proceeding is initiated against Client.
- 4.2.6. When Client materially breaches the Agreement.
- 4.3. The cessation, withdrawal or termination of the Agreement arranged between parties for any reason shall not exempt parties of their fulfilment of their existing obligations or payment of their debts.

## 5. Disclaimer

Service Provider is the intermediary of performers' services. Taking this circumstance into consideration, Service Provider shall not be liable for the non-contractual performances, defects, omissions by performers. However, Service Provider undertakes to act on behalf of Client in the settlement of damages incurred at Client for the purpose to enforce its indemnification claims.

Service Provider shall not be liable for those material damages further, which are proven to be caused by Client's guests, employees at the event site, Client shall be fully liable therefor.

## 6. Data processing

Service Provider is committed to ensure Client's business and personal data, and deems the respect of information self-determination right having utmost importance. Service Provider hereby declares that it respects the moral rights of its partners, clients, website visitors. It shall process the personal data recorded confidentially, in compliance with the data protection laws and international recommendations, and shall take all such security, technical and organizational measures, which guarantee the security of data.

Service Provider may use the personal data processed only for the purpose to fulfil its duties arising from its scope of activities, and transfer to third parties.

Service Provider shall safeguards the personal data with appropriate measures, in particular against unauthorized access, alteration, transfer, disclosure, erasure or destruction, and accidental destruction, damage and becoming inaccessible due to the change of the technology used.

#### **7. Force majeure**

Service Provider and Client set forth that neither party shall be liable for contractual breach in those events, when such unexpected circumstances beyond both parties' interest arise, which prevent the performance of the contract (objective unfeasibility). Such circumstances are including, but not limited to: acts of war, riot, sabotage, explosion assassination, acts of god, floods, fire, lightning, other natural disasters, strikes, measures taken by the competent authorities on the basis of the Defence Act or Police Act.

#### **8. Dispute resolution**

Service Provider and Client shall make their best efforts to resolve every such dispute or controversy through direct negotiations, which arise between them related to the Agreement. They shall mutually notify each other on all related facts, hindrances in writing.

With respect to matters not regulated in the T&C and in the Agreement, the provisions of the Hungarian laws in force, in particular the Civil Code shall apply.

**Budapest, September 2017**