

GENERAL TERMS AND CONDITIONS

1. Scope of application. These general terms and conditions (hereinafter the **GTC**) shall be applicable to all individual performer contracts (so called “deal sheet”; hereinafter the **Contract**), which are concluded by and between **Hangvető Kft.** (seat: H-1027 Budapest, Margit krt. 62. 5. em. 1.; reg.no.: 01-09-719984; hereinafter the **Hangvető**) and the artists / bands (hereinafter the **Artists**) or the legal / non-legal persons representing the Artists (hereinafter the **Partner**), who perform at the festivals, shows and other events (hereinafter the **Event**) organized by Hangvető.

The Contract is valid together with the present GTC and forms an integral part of the parties’ legal relation, unless the parties expressly exclude the application of the entire GTC or any part thereof, in writing.

This GTC is effective from the 1st August 2023 till withdrawal.

2. Partner’s authority. Partner guarantees and confirms by signing the Contract to have been fully and appropriately authorized by the Artists to enter into the Contract on their behalf that is legally binding upon them. Partner shall further be responsible for ensuring that the Artists and other persons participating in the Performance have been properly informed of their duties and liabilities under the Contract.

3. Information. Partner shall send to Hangvető in writing all information necessary for the realization of the Performance (special requests, marketing materials; etc.) and the complete technical documentation (stage plot, list of technical, music and other necessary instruments; the “**Rider**”), latest 60 days before the Performance date.

Partner shall inform Hangvető in writing about any relevant circumstances or changes concerning the rehearsals or the Performance without delay, and shall bear any expenses / damages arising from failing to comply with this obligation.

4. Performance, rehearsals. Partner shall be responsible for ensuring that the Artists are well prepared for the rehearsals and the Performance, and participate therein in a manner suitable for a professional performance. Partner shall also ensure that the Artists carry out the Performance in accordance with the Contract, at the highest artistic and professional level they can provide.

Partner shall be responsible for ensuring that the Artists are available exclusively for the entire duration of the rehearsals and the Performance according to the previously agreed schedule, and that they leave the stage right after the scheduled time of the rehearsals / Performance elapsed. Partner shall also ensure that the Artists observe the house rules of the venue of the Event.

Hangvető is responsible for providing the venue for the Event, the rehearsals and the Performance, as well as for the provision of sufficient technical conditions and qualified personnel for the rehearsals and the Performance. Hangvető shall provide a lockable or guarded dressing room for the Artists for the time of the dress-rehearsal and the Performance.

Hangvető reserves the right to change the programme of the Event. Partner can only change the programme of the Performance with the explicit prior written agreement of Hangvető.

Hangvető shall inform the Partner about the rehearsal schedule (place and time of rehearsals), the Performance schedule (arrival, set-up, soundcheck, door opening, exact time of start and finish of the Performance), local transfer, accommodation and local contact details 10 days before the Performance date the latest.

In case it is necessary, Hangvető is entitled to change the rehearsal and Performance schedule after due consultation with the Partner.

5. Fee. The fee agreed in the Contract compensates for all services provided by Partner and for all the copyrights licensed by him under the Contract. Hangvető shall not be directly liable vis-à-vis the Artists for any claims arising out of or in connection with the Contract, any liability towards the Artists shall be borne by Partner.

The invoice of the fee shall be issued after the proper completion of the Contract. The invoice shall comply with the relevant legal and formal requirements as well as the Contract, and shall contain the Partner's VAT number / EU VAT number. The fee is payable within 15 days upon receipt of the properly issued invoice, via bank transfer.

The Parties expressly declare that the Contract does not constitute a labour relationship between Hangvető and the Artists.

6. Royalties. Royalties that are due after the public performance of the music / works performed by the Artists during the Performance shall be paid by Hangvető to the organization for collective management of author's rights. Therefore Partner shall inform Hangvető about the title, author and duration of all songs / works performed by the Artists at the Performance not later than 10 days after the Performance date.

Aside from that, the uses subject to collective management of rights are not subject to present Contract, the respective royalty claims of the Artists shall be collected by the collective management organizations from the relevant users.

7. Travel. Partner shall fully organize and finance the international travel of the Artists (to the Event and back). Partner shall be responsible for the arrangement and cost of any necessary entry visas for any persons who are travelling to Hungary in the arrangement of the Partner to realize the Performance.

By organizing the international travel of the Artists, Partner shall be responsible for ensuring that the Artist can surely participate on the previously scheduled rehearsals, soundcheck and the Performance, and that any eventual extraordinary circumstances by the travel shall not hinder the realization of the Performance.

Partner shall inform Hangvető on the date, exact time and place of arrival & departure not later than 30 days before the Performance date.

8. Merchandising. On the day of the Performance, Partner and the Artists may only sell CDs and DVDs, printed publications and other merchandising articles in a way, at a place and in a timeframe permitted by the venue of the Event.

9. Recording, licenses. On the basis of the prior authorization and in representation of the Artists, Partner grants to Hangvető the right to produce (or engage a third party to produce) audio-, and/or audio-visual recording of the Performance or the rehearsals with the purpose of radio and television broadcasting or any other kind of communication to the public (hereinafter the **Recording**). Hangvető may also relicense this right to any third party.

Under this licence Hangvető, as the exclusive owner of the master rights relating to the Recording, shall have the right to:

- a) archive and store the Recording;
 - b) transmit the Recording – including its sound-track - on the Event's premises open to the public via any technical means;
 - c) transmit the Performance live and/or deferred as webcasting to the public via Hangvető's own homepage (hangveto.hu or hangveto.blog.hu), the homepages of the Event (budapestritmo.hu, btf.hu, etc.), and/or via other webpages; and to transmit the live webcast free of charge in spaces other than the Event's premises which are open to the public;
 - d) offering the Recording to the Media Service Support and Asset Management Fund (Hungarian abbreviation: **MTVA**) which operates the public service radio and television channels in Hungary, with the purpose of broadcasting the Recording terrestrial and/or via satellite on one first occasion and for repeated occasions, and to communicate the Recording to the public in any other way (streaming, simulcasting);
 - e) license the exclusive rights to MTVA for live radio broadcast of the Performance by MR3 Bartók Rádió and for communicating to the public in any other way;
 - f) license to MTVA the rights to use excerpts of the Recording in the duration not exceeding 5 minutes in other programmes and in teasers, optional times;
- or, to relicense any of the above mentioned rights to third persons.

Hangvető informs Partner that MTVA as exclusive right holder of recording licenses and a legally obligated archiver is entitled to store the Recording in the national media store for archiving purposes.

At the request of Partner, Hangvető shall provide Partner with one copy of the approved, final Recording free of charge. Partner, the Artists and Hangvető are entitled to use excerpts of the Recording containing the logos of Hangvető and of the Event in duration not exceeding 15 minutes.

10. Photos and recordings for promotion. On the basis of the prior authorization and in representation of the Artists, Partner allows to the photographers and film crews previously accredited by Hangvető to take photos, audio and/or audio-visual recordings of the Artists during the rehearsals and the Performance, for the purposes of press publications and/or other publications, advertisements, or different media placements promoting the Performance, the Event, its venue and activities.

11. Marketing, communications. Partner shall send to Hangvető up-to-date, legally correct promotional materials and data about the Artists (with adequate credit details) that Hangvető can use without any further licenses, permissions and limitations, and that Hangvető can forward to other cooperating partners of the Event and to the media. Hangvető shall have the right to freely decide which material to use, but Partner shall be liable for ensuring the unrestricted use of the materials, and he shall obtain any permission, authorization for the use of the materials in case it's necessary.

Any of Partner's own communication relating to the Performance shall be subject to the prior approval of Hangvető, and must indicate during any communication activity or in any communication material that the Performance is "the Programme of the Event", as well as the logo of Hangvető and/or the Event if possible.

Hangvető shall advertise the Performance at its own costs, in a way and to the extent as decided at its own discretion. Hangvető may engage third parties (subcontractors) for this purpose.

12. Press and PR. At the request of Hangvető, Partner shall ensure that the Artists participate at the PR events to be held right after the Performance, or at other PR events organized by Hangvető (interviews, pr activities, etc.). Hangvető shall be entitled to use the photos, audio and audio-visual recordings made at such PR events for the purposes of promoting the Event, the Performance, Hangvető and/or its activities.

13. Indication of names. In representation of the Artists, Partner grants the right to Hangvető or its subcontractor to indicate the names of the Artists according to the professional standards on every material and other surfaces promoting the Performance, the Event, Hangvető and its activity, as well as to use and publish the Artists' biography in a form and content edited by Hangvető.

14. Sponsorship. Hangvető is entitled to involve sponsors in the implementation of the Event, and to indicate the names and logos of the sponsors on the tickets, advertising materials and venues related to the Event. Partner shall inform Hangvető in advance in writing about eventual obligations arising out of the valid sponsorship agreements of the Artists.

15. Cancellation. In case the Performance is cancelled due to Partner or Artists, Partner shall not be entitled to claim any fee and he shall compensate Hangvető with a sum equal to the fee defined in the Contract as penalty payment. In this case, paid deposit, instalment(s) and advance payments, if any, shall be refunded by Partner to Hangvető without delay.

In case the Performance is cancelled due to Hangvető, the Contract shall be regarded as terminated, paid deposit, instalment(s) and advance payments, if any, shall be refunded by Partner to Hangvető, but the reasonable, directly Performance-related, certified costs of Partner – not exceeding the amount of the fee as defined in the Contract, shall be covered by Hangvető.

16. Breach of contract. If Partner or any of the Artists breaches or fails to perform any of its material obligations defined in the Contract (or in the GTC) (e.g.: despite warning the Artist breaches the rules of the rehearsals / Performance, does not appear at the rehearsals / Performance according to the schedule, is not prepared for

the rehearsals / Performance, jeopardize the good reputation of Hangvető, breaches the exclusivity rules, etc.), Partner shall compensate Hangvető with a sum equal to *half* of the fee defined in the Contract as penalty payment. The penalty shall amount to the *full* amount of the fee, if the Artists appears at the Performance in a condition obviously unfit to carry out the Performance and jeopardizes the good reputation of Hangvető by this.

17. Termination. The Contract shall not be terminated by ordinary, unilateral termination by any of the parties.

Hangvető can terminate the Contract by extraordinary termination, if Partner or any of the Artists breaches or fails to perform any of its material obligations defined in the Contract (or in the GTC). In this case, the Contract shall be regarded as terminated with immediate effect, Partner shall not be entitled to claim any fee and shall pay penalty payment in the amount defined in Clause 18. Paid deposit, instalment(s) and advance payments, if any, shall be refunded by Partner to Hangvető without delay.

Partner can terminate the Contract by extraordinary termination, if Hangvető does not provide any material condition for realizing the Performance, as defined in the Contract. In this case, the Contract shall be regarded as terminated with immediate effect, paid deposit, instalment(s) and advance payments, if any, shall be refunded by Partner to Hangvető, but the reasonable, directly Performance-related, certified costs of Partner – not exceeding the amount of *half* of the fee as defined in the Contract, shall be covered by Hangvető.

18. Force majeure. If any of the contracting parties cannot fulfil its obligations defined in the Contract due to unforeseeable, extraordinary, unavoidable circumstances (force majeure), the party inhibited by force majeure shall immediately inform the other party orally (by phone), and within 1 day in writing about the arising and character of the obstacle, its potential consequences, temporal effects. The party in charge of notification shall be fully liable for damages arising out of any delay of information. The party inhibited by force majeure shall immediately, but not later than 5 working days, prove to the other party the existence / occurrence of the unavertable conditions in writing, by attaching the necessary documents.

In case of force majeure, Hangvető shall unilaterally decide to completely cancel the Performance or to replace the Artist with another artist.

If the Performance is cancelled due to force majeure, Partner shall not be entitled to claim any fee or compensation, and Paid deposit, instalment(s) and advance payments, if any, shall be refunded by the Partner to Hangvető without delay.

19. Insurance. Partner shall obtain and maintain travel and accident insurance, as well as medical insurance for the territory of Hungary, for the Artists and other persons who are travelling to Hungary in the arrangement of Partner to realize the Performance, for their entire stay in Hungary. Tools and music instruments shall also be insured by the Partner against theft and damages for the duration of the Contract.

Parties agree that Partner and the Artists shall be responsible for any injury or damage caused by them wilfully or by negligence.

Hangvető declares to have valid public and employee liability insurance, covering also personal injury and property damage caused by its employees, subcontractors or the subcontractors' employees.

20. Confidentiality. The financial provisions of the Contract, as well as the obligations of the parties constitute business secret and neither party shall publish them or reveal them to third parties, except if it is required by law. In case of breach of confidentiality, the party in breach shall be liable for damages according to the Hungarian Civil Code.

21. Applicable law and disputes (arbitration clause). Hungarian law shall be exclusively applicable for the interpretation and application of the present GTC and the Contract. The parties agree that all disputes arising from or in connection with the Contract and/or the GTC, their breach, termination, validity or interpretation, shall be exclusively decided by the courts being competent according to the seat of the Hangvető.

22. Written form. Any declarations in connection with the Contract shall only be effective in writing. Email shall also be accepted as written declaration, in case it is sent to the email addresses defined in the Contract.

By signing the Contract, Parties approved and accepted this GTC – attached to the Contract – as being in full compliance with their will.
