



**MVM  
DOME**

**GENERAL TERMS AND CONDITIONS  
FOR ARENA RENTAL**

Effective from July 1, 2022

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## **DEFINITIONS:**

<b>Arena</b>	Refers to the multifunctional sports Arena named MVM Dome, located at 1098 Budapest, Üllői út 133-135.
<b>GTC</b>	Refers to this document, which contains the general terms and conditions regulating the legal relationship between SPORTFIVE and the Partner established through the Agreement and the Preliminary Booking Agreement.
<b>Rental Fee</b>	Refers to the rental fee specified in the Agreement.
<b>Preliminary Booking Agreement</b>	Refers to the pre-contractual agreement concluded prior to the Agreement.
<b>FTC</b>	Refers to the Ferencvárosi Torna Club sports association
<b>House rule</b>	Refers to the Arena's house rules, available at <a href="http://www.mvm-dome.hu">www.mvm-dome.hu</a> .
<b>Premises</b>	Refers to (i) the entire area of the Arena, (ii) the premises specified in the Agreement, forming its subject within the Arena, including the necessary service areas and corridors for their proper use, excluding areas that cannot be rented, such as Sky Boxes, Lounges, and restricted technical-operational areas. The Parties Arena record the Premises on a Arena map, which serves as a site plan and is attached as an annex to the Agreement.
<b>Additional Services</b>	Refers to services provided by SPORTFIVE or its contractual partners beyond the use of the Premises, particularly audio and visual technical services, event security services, hostess services, F&B services, additional furniture and equipment, the MVM Dome digital information system, use of the scoreboard (cube), services specified in Section 3.3 of these GTC, or any other services provided by SPORTFIVE.
<b>SPORTFIVE</b>	Refers to SPORTFIVE MPA Kft. (registered office: 1098 Budapest, Üllői út 133-135., company registration number: 01-09-402227).
<b>Partner or Tenant</b>	Refers to the natural or legal person, or other entity with legal personality, that concludes the Agreement with SPORTFIVE.
<b>Parking</b>	Refers to the outdoor parking lot located on the Arena's premises, including the VIP outdoor parking area.
<b>Event</b>	Refers to the event or any other occasion organized by the Partner in the Arena for the period specified in the Agreement, which serves as the basis for concluding the Agreement between the Contracting Parties.

**Sky box**

Refers to business boxes available for long-term lease within the Arena.

**Agreement**

Refers to the individual rental and service agreement concluded between SPORTFIVE and the Partner.

**Contracting****Parties**

Refers to SPORTFIVE and the Partner(s) qualifying as the Tenant.

**Service Fee**

Refers to the service fee payable for Additional Services as specified in the Agreement.

**Catering****Service**

Refers to the sale of food, meals, sweets, alcoholic and non-alcoholic beverages, coffee, and refreshments throughout the Arena to third parties, as well as their serving to attendees during the Event.

**1. Subject of the Agreement**

1.1. Based on the Agreement concluded with the Partner, SPORTFIVE grants the Partner the use of the Premises specified in the Agreement within the Arena operated by SPORTFIVE and provides the Additional Services specified in the Agreement. In return, the Partner is obligated to pay the Rental Fee and/or Service Fee as specified in the Agreement.

1.2. The conclusion of the Agreement may be preceded by a preliminary booking agreement entered into by the Contracting Parties, whereby they undertake to conclude the Agreement at a later date under the material terms specified in the preliminary booking agreement.

1.3. SPORTFIVE declares that, pursuant to the contract concluded between FTC and SPORTFIVE, it has the operational rights of the Arena until 2032, thereby entitling SPORTFIVE to conclude the Agreement without restriction. SPORTFIVE guarantees that the Premises specified in the Agreement, as well as the Arena itself, comply with the security regulations applicable to the nature of the Event. The Partner declares that it has thoroughly examined the location, parameters, and business opportunities of the Premises and the Arena and confirms that they fully meet the purpose of the Event and the Partner's expectations.

1.4. The Parties agree that this Agreement Arena terminate without further legal action upon the expiration of SPORTFIVE's operational rights. If the termination of this Agreement occurs due to the expiration of SPORTFIVE's operational rights as described above, the Tenant hereby waives any claims for compensation or damages against SPORTFIVE related to such termination. The Parties further agree that in the event of a potential termination under this clause, SPORTFIVE Arena promptly inform the Tenant and endeavor to assist in discussions with FTC, the asset manager of the Arena, to facilitate the hosting of the Event.

1.5. SPORTFIVE guarantees that the Premises are free from litigation, encumbrances, and claims and that no third party's rights restrict or hinder the Partner's use of the Premises.

- 1.6. The provisions of these GTC Arena also apply in cases where the Contracting Parties conclude a Preliminary Booking Agreement regarding the Premises before entering into the Agreement.
- 1.7. The Preliminary Booking Agreement, reflecting the contractual intent of the Parties, must include all essential agreements regarding the rental of the Premises and explicitly confirm the Parties' mutual and irrevocable commitment to conclude the Agreement under the terms set forth in the Preliminary Booking Agreement.
- 1.8. The provisions of the Preliminary Booking Agreement Arena be interpreted in accordance with these GTC, meaning that where these GTC contain provisions regarding the Agreement, they Arena also apply to the Preliminary Booking Agreement unless explicitly stated otherwise or if the provision is not applicable to the Preliminary Booking Agreement.
- 1.9. Entering into a Preliminary Booking Agreement prior to the Agreement is optional and not mandatory.

## **2. Duration of the Agreement**

- 2.1. The Agreement is concluded for a fixed period as specified therein. The Agreement becomes effective on the date of signing, from which point the Partner is obligated to pay the Rental Fee, as detailed in Section 3 and in the Agreement.

## **3. Rental Fee, Payment Rules, and Accounting**

- 3.1. SPORTFIVE Arena issue a performance certificate for all services provided under the Agreement. The Partner's acceptance of this certificate is a prerequisite for issuing the final invoice. SPORTFIVE Arena send the performance certificate to the Partner within 8 business days after the Event. The Partner has 3 business days to raise any objections. If no objections or signed acceptance are received within this period, the Parties Arena consider the certificate accepted, and SPORTFIVE Arena issue the final invoice accordingly.
- 3.2. The Rental Fee specified in the Agreement covers the use of the Premises but does not include **the Additional Services**.
- 3.3. The Parties agree that the Rental Fee does not include services or additional requests from the Partner that are not part of the Arena's standard services or are not explicitly stated in the Agreement. These include but are not limited to:
- Utility costs related to operating the Premises,
  - Post-event final cleaning costs,
  - Use of pre-agreed furniture owned by the Arena,
  - Room setup,
  - Specialized personnel required for the Event,
  - Specially ordered equipment or furnishings for the Event.

The Parties Arena finalize these additional services at least 30 days before the Event, and the Partner must pay the agreed fees by the deadline specified in the Agreement, following the conditions set out in the Supplementary Services Order Form, which is annexed to the Agreement.

- 3.4. For Additional Services requested less than 72 hours before the Event, if SPORTFIVE agrees to provide them, the Partner Arena be charged SPORTFIVE's current premium rates. SPORTFIVE

will confirm the updated pricing in writing to the Partner. Requests for Additional Services are only considered submitted if made in writing and only considered accepted by SPORTFIVE if confirmed in writing.

3.5. If the Partner fails to fully meet any of its payment obligations under the rental or service relationship within the specified deadline, despite SPORTFIVE's reminders (including any extensions granted), SPORTFIVE Arena have the right to withdraw from the Agreement or terminate it with immediate effect after the rental period begins. In such cases, SPORTFIVE is not obligated to provide access to the Premises for the Partner.

#### **4. Use of Premises; Fundamental Rights and Obligations of the Contracting Parties**

4.1. The Tenant is entitled to use only the Premises rented according to the Agreement.

4.2. Throughout the entire rental period, the Tenant Arena have exclusive use of the Premises, and the Tenant may determine who is permitted access to the Premises. SPORTFIVE and third parties appointed by SPORTFIVE may inspect the Premises at any time during the entire rental period for the purpose of checking the legal and proper use of the Premises and ensuring the uninterrupted provision of the service and may enter the Premises for the above purposes in the manner and for the purposes agreed with the Tenant in advance. The determination of access accreditation is the Hirer's prerogative, and the accreditation arrangements Arena be mutually agreed by the parties no later than 2 weeks prior to the date of the Event.

4.3. The rental period Arena run from the specified hour of the starting day of the Event to the specified hour of the last day of the Event, while on the day of the Event the Arena Arena be open to the general public (public or invited guests) as specified in writing in advance by the Hirer. If the actual time spent by the Hirer or the general public in the Arena is longer than the time specified in these GTC or the Contract, the additional time Arena be subject to payment to the extent specified in the Contract or these GTC.

4.4. The Hirer Arena be responsible for the provision of all organisational, preparatory and management services in connection with the Event and for the organisation of the Event, except for those services which are expressly provided for in the Contract as the exclusive right and/or obligation of SPORTFIVE.

4.5. The handover of the Premises to the Tenant is subject to: The handing over of the Premises to the Tenant Arena be subject to (i) the Tenant's full compliance with its payment and security obligations, (ii) the conclusion and confirmation to SPORTFIVE of the required insurance policies with the appropriate content, and (iii) the signing of the handover report and the joint inventory by the Contracting Parties. All the above conditions must be fulfilled together, i.e. in the absence of any of them, SPORTFIVE may refuse to take possession without any adverse legal consequences.

4.6. SPORTFIVE Arena notify the Tenant in good time of the date and time of the inspection of the Premises in connection with the handover of possession, which Arena take place immediately

prior to the rental period. Following the walk-through, a joint inventory Arena be taken in the presence of representatives of Lessee and SPORTFIVE. The purpose of the inventory is to record what fixtures and fittings were present in the Premises prior to the Tenant taking possession of the Premises. The fixtures and fittings included in the inventory Arena be presumed to be the property of SPORTFIVE or subject to the disposition of SPORTFIVE. Upon completion of the Event, at the end of the rental period, the Lessee Arena surrender the fixtures and fittings included in the inventory, and the Lessee Arena be fully and solely responsible for any shortfall in inventory. The fixtures and fittings must be returned by the Lessee to SPORTFIVE in the condition in which they were received, with only the normal deterioration of the fixtures and fittings that is normal for normal use, and the Lessee Arena be liable for any damage beyond this. **If the Lessee or his representative fails to appear on the date and at the time officially specified by SPORTFIVE, the inventory Arena be taken by SPORTFIVE, and in such a case the Contracting Parties Arena be deemed to have agreed that the inventory Arena be taken by SPORTFIVE.**

4.7. The Partner undertakes to provide SPORTFIVE in writing, no later than 5 (five) working days prior to the start date of the Event, with the technical scenario of the Event it intends to hold on the Premises or the timetable necessary for the smooth running of the Event, as well as the necessary installations on the Premises, in order to enable SPORTFIVE to prepare the technical and personnel conditions necessary for the smooth running of the Event. If Partner fails to meet the above deadline, SPORTFIVE Arena not be obliged and Arena not be liable for performance in respect of these and related Partner requirements, also in view of the fact that SPORTFIVE provides part of the services by using subcontractors, whose availability/availability at such short notice is not guaranteed. In the event of a request notified within the above time limit, SPORTFIVE Arena hand over the Premises to the Partner in a condition suitable for the Event, on the understanding that this contractual clause Arena not affect the reimbursement by SPORTFIVE of the costs incurred by the Partner for additional services not included in the basic services, in accordance with the other provisions of the Contract. **Any changes made after the above deadline Arena be subject to the payment of a surcharge, i.e. SPORTFIVE Arena charge a surcharge of 20 % of the costs from the third day before the Event and 50 % of the costs from 00:00 on the day of the Event.**

4.8. **The Partner declares that it has read the House Rules, acknowledges that it is bound by them and undertakes to comply with the House Rules with all persons participating in the Event in any capacity throughout the duration of the Event.**

4.9. The Partner Arena be obliged to use the Premises and the Arena for their intended purpose throughout the duration of the Event and Arena enforce this obligation against any person participating in the Event in any capacity. The Partner Arena be entitled to use the Premises rented by it only for purposes and in a manner which do not in any way restrict or impede the condition of the Premises or their continued proper use. SPORTFIVE Arena be entitled to terminate the Agreement with immediate effect in the event of any activity other than that described above.

4.10. **The Partner, as the organiser of the Event, Arena fully comply with all applicable laws and regulations applicable to the Event and the use of the Premises and Arena**

**enforce such laws and regulations with respect to persons participating in the Event in any capacity.**

- 4.11. The Tenant declares and guarantees upon signing the Agreement that it has full and unrestricted rights to organize and hold the Event and is not under liquidation, dissolution, enforcement, or bankruptcy proceedings.
- 4.12. **Given the fact that the Hirer has full knowledge of the Event, the Hirer must assess what permits are required to run the Event and how long it will take to obtain these permits (including any disruptions). The Parties agree that SPORTFIVE Arena obtain the basic event permits required to hold the Event following the provision of the Event data by the Hirer, the cost of which may be passed on to the Hirer. It Arena be the responsibility and obligation of the Lessee to obtain any special permits required for the Event (e.g. pyrotechnics permit). Thus, if the Event is cancelled (or its operation is hindered) because a permit is not issued or is not issued properly, or is not issued in time, the cancellation or limitation of the Event for such reason Arena not be considered force majeure for the Hirer, but Arena be considered a cancellation or limitation of the Event due to the fault of the Hirer, in respect of which the relevant provisions of the GTC Arena apply.**
- 4.13. The Lessee Arena be entitled to store his/her own property, equipment and materials at specific locations designated by SPORTFIVE. The right to storage Arena apply for the rental period. The Lessee Arena remove all property owned by him or by his subcontractors from the Arena until the inventory record book is signed. If the Lessee fails to comply with this obligation, SPORTFIVE may charge a storage fee for the storage of the Lessee's (or its subcontractors') property or may remove it at the Lessee's expense. The Hirer Arena also comply with the Arena's security rules in relation to storage. **The Lessee may only use the employees of a security company designated by SPORTFIVE for the security of its property stored in the Arena.**
- 4.14. The Partner Arena not bring into or use on the Premises any substances, chemicals, hazardous substances, explosives, weapons or their imitations prohibited by Hungarian law. If such items are brought onto the Premises despite the prohibition, Partner Arena immediately remove them upon request by SPORTFIVE. Partner Arena be solely liable for any damage caused by a breach of the prohibition set out in this clause.
- 4.15. The prior written consent of SPORTFIVE Arena be required for any value-adding investment in the Premises or for the subletting of the Premises or any other form of assignment of use to third party(ies) (not including, of course, the use of the Premises by the audience and participants of the Event intended to be held by the Partner for the purpose of renting the Premises). If the Partner fails to comply with its obligation to request permission, SPORTFIVE Arena be entitled to terminate the Agreement with immediate effect. The partner Arena not be entitled to claim compensation from SPORTFIVE for the value of any value-added investment made by the partner, even if SPORTFIVE has consented to its creation.



- 4.16. **SPORTFIVE Arena not be liable for the fact that, if the partner does not rent the entire Arena, no other event is held in the Arena at the same time as the Event, but Arena ensure that the individual events and their guests do not mix. In this context, Partner acknowledges that the continuous availability and accessibility of certain Sky Boxes for the renters or lawful users of the Sky Boxes must be ensured at all times, which SPORTFIVE Arena be entitled to do without undue interference to Partner.**
- 4.17. **The Partner acknowledges that SPORTFIVE has an exclusive contract for the provision of the following services in the Arena: food and beverage services, security services (building security, event security and parking security), audio and visual services (within the entire area of the Arena), rigging and construction, hostess services. The Partner acknowledges that it is obliged to order the above services from SPORTFIVE by filling in the Additional Services Order Form.**
- 4.18. **If the Event is cancelled for any reason (including force majeure), the Lessee Arena be solely responsible for the redemption of the tickets purchased and Arena be liable for the return of the tickets. SPORTFIVE Arena not be under any obligation or liability whatsoever towards the Hirer or third parties in connection with this.**
- 4.19. The Tenant undertakes to vacate the Premises no later than the last day of the rental period. Emptying, dismantling and removal of all equipment and installations (other than SPORTFIVE's property) on the Premises belonging to the Hirer and used in connection with the Event Arena be at the expense and risk of the Hirer.
- 4.20. **In the event that the Hirer fails to fulfil its obligation to vacate the Premises on the last day of the rental period, the Hirer Arena pay SPORTFIVE a penalty for late payment of HUF 450,000.00 (i.e. four hundred and fifty thousand forints) per hour in addition to the Rental Fee, with a delay of 2. SPORTFIVE Arena be liable to pay a penalty of HUF 850,000.00 (i.e. HUF 8,500,000)/hour in addition to the Rental Fee for each additional hour of delay commenced from the 4th hour of delay for each additional hour of delay commenced.** Payment of this penalty Arena not release the Lessee from its obligation to indemnify SPORTFIVE for any damage suffered by SPORTFIVE as a result of its breach of the provisions of the Hire Contract. In addition, SPORTFIVE Arena be entitled to have the Lessee's property and equipment stored on the Premises removed at the Lessee's expense.
- 4.21. The Lessee agrees to vacate the Premises in the presence of a representative of SPORTFIVE, who will inspect the Premises. In the event that the Premises or the equipment or fixtures owned or managed by SPORTFIVE, according to the inventory taken at the time of handover, are damaged or missing, the Lessee Arena reimburse SPORTFIVE for the costs necessary to repair/replace or replace the damaged or missing operating assets.

- 4.22. The Lessee Arena return the Leased Premises to SPORTFIVE in their original condition at the time of taking possession, except for wear and tear caused by normal use, and in particular, but not exclusively, the removal and disposal of special waste Arena be the responsibility and expense of the Lessee.
- 4.23. SPORTFIVE Arena have the exclusive right to manage the operation and running of the Arena, both during and outside the rental period. The instructions of the competent managers of SPORTFIVE in connection with the technical operation of the Arena be complied with and implemented without delay by the Hirer, all its subcontractors, other contributors and their employees. SPORTFIVE Arena have the unrestricted right to monitor and control the activities of the Hirer, all its subcontractors, other contributors and their employees within the Arena.
- 4.24. SPORTFIVE reserves the right to refuse entry to, or remove from the entire premises of the Arena, any person (whether or not an employee or agent of the Hirer or any of its subcontractors or other contributors) who is intoxicated, threatening, dangerous or likely to cause public disorder, who attempts to bring into the Arena any prohibited material or device, or who by his conduct endangers the reputation of the Arena or the peace and quiet of the public. The same rule applies to any member of the public, whether they have entered the Arena with a ticket or have been otherwise authorised to enter by the Hirer. No claim for damages or costs may be brought by the Hirer against SPORTFIVE in respect of any person removed for the reason referred to in this paragraph.
- 4.25. SPORTFIVE Arena be entitled, taking into account the nature of the Event, to carry out any necessary and urgent repairs, inspections, maintenance or renovation work on the Premises or any part thereof at any time.
- 4.26. SPORTFIVE reserves the right to carry out urgent remedial work on the Premises in accordance with clause 4.2 of these GTC. The Lessee Arena tolerate such work. SPORTFIVE also reserves the right to close toilets, changing rooms, bars, snack bars or restaurants, sales rooms or cloakrooms, if it deems this necessary in the light of the Event, taking into account the actual occupancy of the Premises.
- 4.27. **SPORTFIVE, subject to its existing contracts with third parties, reserves the exclusive right under these GTC to sell and distribute any products (food, beverages or any other products) in the Arena and on the Arena premises and to entrust any third party with the same.**
- 4.28. **During the Hire Period, the Hirer agrees not to sell or distribute free of charge, without any limitation as to quantity or quality, any beverages (including alcoholic beverages) and/or foodstuffs, or employ any third party to sell or distribute them free of charge, either directly or through vending machines, throughout the whole of the Arena.**

The prohibition on the sale or free distribution of food and beverages applies to both the guests of the Event and the employees and subcontractors of the Hirer. Without prior approval, SPORTFIVE may, at its own discretion and without any obligation to pay damages or compensation, immediately prevent such activities.

- 4.29. **The sale of memorabilia or souvenirs bearing the Arena's logo is prohibited on or near the Arena's premises or within the Arena's boundaries without the consent of SPORTFIVE. The sale of any Event-related memorabilia or souvenir items not bearing the Arena logo to the Hirer on or near the Arena premises or within the Arena boundaries is permitted without the consent of SPORTFIVE.**
- 4.30. SPORTFIVE reserves the exclusive right, subject to its supplier and other contracts with its suppliers and official sponsors and the safety regulations of the Arena, to determine the range of products and goods that may be distributed in the Arena and the rules governing their distribution, advertising, marketing or other exclusivity or restrictions on such products.
- 4.31. SPORTFIVE reserves the exclusive right to operate, or have operated by a third party, bars, food and beverage counters, vending machines, clubs and other catering outlets on the Arena.
- 4.32. **The Lessee expressly acknowledges that any type of sales outside the buffet and bar areas set up in the Arena and outside the stands and drinks counters previously authorised by SPORTFIVE for third parties Arena only be possible with the prior written permission of SPORTFIVE, and the Lessee undertakes to comply with the above to the fullest extent possible and to enforce the same with third parties contracted by it. In the event of a breach of the above obligation by the Lessee, SPORTFIVE may immediately cease the unauthorised sale and the Lessee Arena be liable to pay any loss of profit to SPORTFIVE and the exclusive contractor concerned.**
- 4.33. **If the Lessee wishes to operate a cloakroom, it must enter into a contract with SPORTFIVE's exclusive contractual partner.**
- 4.34. In the event that the Lessee fails to comply with the provisions of Clauses 4.17. and 4.27 to 4.34. 4.27.4.1 If the Lessee breaches the exclusivity agreements set out in Clauses 4.27.1 and 4.27.2 of this GTC for reasons attributable to it, the Lessee Arena be liable for any damage suffered by SPORTFIVE or any other person(s) as a result, including the amount of any compensation or other similar material benefit paid to the exclusive service provider as a consequence of the breach of contract, and the amount of any damage suffered by SPORTFIVE, with particular reference to the amount of any loss of profit.
- 4.35. If the Lessee breaches any of the exclusivity agreements set out in Clauses 4.31 to 4.38 of these GTC, SPORTFIVE Arena be entitled to withdraw from the Contract or terminate it with immediate effect after the start of the rental period and Arena not be obliged to transfer the Premises to the Partner.
- 4.36. **If the Lessee uses an Additional Service from a third party without SPORTFIVE's prior authorisation or expressly against SPORTFIVE's prohibition, the Partner Arena be liable to pay a penalty of 20% of the total net rental charge for this breach of contract and Arena, notwithstanding this, be liable to compensate SPORTFIVE in full for any damage caused, including claims for damages arising from the infringement of exclusive service rights.**

4.37. SPORTFIVE hereby informs the Lessee that the provisions of Decree 210/2009 (IX.29. ), the sale of alcoholic beverages with an alcohol content of more than 5% (five percent) is prohibited on the premises of sports facilities during the period from two hours before the start of the sports event organised as part of a competition system or otherwise included in the competition calendar of the sport until one hour after the end of the sports event, and that the Arena is a sports facility pursuant to Section 77 (s) of Act I of 2004 on Sport.

4.38. **Partner may place advertising signs, advertising banners or other advertising of a similar nature (hereinafter referred to in this clause as "Advertising") in the Premises only in the fighting area and the spectator area inside the Arena and outside the Arena (parking, areas in front of the entrance, roads, walkways), provided that this constitutes an image and does not violate any applicable agreements of SPORTFIVE, and provided that the areas of the Arena provided to the name partner for the same purpose may not be used by the Lessee. Only SPORTFIVE Arena be entitled to place advertising in the Arena's walkways, on the Sky Level, in the Arena's public areas, in the lobby and on the Arena's exterior. The costs for the creation, placement and removal of any advertising that the Partner wishes to display Arena be borne by the Partner.** The Partner Arena be fully liable for the content of the advertisements placed by it and for any infringements arising therefrom. The partner Arena also be liable for any and all damage caused to SPORTFIVE by the placement of advertisements without the knowledge and consent of SPORTFIVE, arising from the contractual relationship with third parties, and claims resulting from the placement of the advertisement.

4.39. The Partner may place advertisements in the area as defined in clause 4.39 of these GTCs against reimbursement of the costs related to the placement of the advertisement, subject to the following

- (i) is in compliance with public order and the applicable Hungarian legislation and is not in competition with the Arena's preferred partners, (ii) is not contrary to good taste, (iii) is not detrimental to the image and reputation of the Arena and Arena not be subject to, (iv) any fees, taxes, charges and levies arising in connection with the publication and/or other display of the advertisement Arena be the full responsibility of the Hirer. (v) The Tenant Arena provide the advertising media and the Tenant Arena pay the costs of their placement and removal. (vi) The advertising media Arena not obstruct or restrict the comfort, movement or evacuation of spectators, even partially. (vii) The advertising may only be placed in such a way that it can be removed without damage when removed, and if the Tenant breaches this obligation, it Arena be liable to pay the costs of removal.

4.40. The Lessee acknowledges that the advertising existing and/or operating (contracted and displayed by SPORTFIVE) on the premises or within the boundaries of the Arena or on other surfaces Arena be subject to special agreements of exclusivity and/or competition neutrality entered into by SPORTFIVE, which the Lessee Arena also be obliged to respect and from which the Lessee may not claim any derogation ("**Featured Sponsors**"). SPORTFIVE Arena have the right to refuse any advertising agreement to be entered into by the Lessee which would make it impossible for it to fulfil its obligations under any separate agreements previously entered into by it, except for the "Clean Arena" requirement imposed by the International Rights Holder for the Featured Events. SPORTFIVE will provide information about the identity of the Featured Sponsors to the extent necessary to its other partners of the Tenant.

4.41. **Advertising clips may be projected on the Arena's central projector and on the LED wall in the façade only with the prior written consent of SPORTFIVE, for a fee.**

- 4.42. In the event that any sound or visual media of the Event is displayed, the MVM Dome as the venue Arena be displayed on the cover.
- 4.43. If a radio or television recording of an Event is made, the Hirer Arena inform SPORTFIVE thereof in writing in advance.
- 4.44. SPORTFIVE grants the Hirer permission to use the aforementioned trademarks for the purpose of promoting the Event during the term of the Contract, in connection with and in the interests of the performance of the Contract.
- 4.45. The Lessee Arena indicate MVM Dome as the venue of the Event in a prominent size on any poster, advertisement, flyer or other marketing communication relating to the Event.
- 4.46. **The Hirer Arena allow SPORTFIVE's official photographer to take photographs during the Event with the highest accreditation, in accordance with the nature of the Event, and the photographs taken may be used by SPORTFIVE's peer companies in their own promotional and marketing activities.**
- 4.47. It is the responsibility of the Hirer to take out insurance against damage of any nature (including theft) to any equipment, costumes, scenery and any movable property in general which is owned by him and which is necessary for the Event.
- 4.48. The Hirer Arena pay to SPORTFIVE full compensation or indemnity in the event of damage to or loss of property suffered by SPORTFIVE. 4.4.1.1.1. any damage to the Premises or to the equipment or fixtures of the Premises is attributable to the activities of the Lessee, its subcontractors or other contributors or any other person whose access to the Premises has been authorised by the Lessee, including damage caused by a breach of the Contract or other Hungarian legislation in force at the time the damage occurred.
- 4.49. The Lessee Arena also be fully liable for any penalties, obligations imposed by public authorities or claims for damages and Arena fully indemnify SPORTFIVE against any such obligations, which are imposed or imposed by public authorities or claims for damages by third parties against SPORTFIVE, including claims for damages or claims for breach of contract or breach of law by the Lessee.
- 4.50. SPORTFIVE has "All Risk" property and business interruption insurance and liability insurance for its operations.
- 4.51. The Lessee Arena, at its own expense, take out insurance policies which meet the requirements of these GTC and Arena maintain and, if necessary, supplement them throughout the term of the Contract and its amendments and annexes and in accordance with their content.
- 4.52. The Tenant is also required to submit original documents verifying the existence of the insurances specified in Sections 4.53-4.56 of these GTC (insurance policy / contract / coverage certificate / assignment declaration) to SPORTFIVE by the deadline specified in the Agreement. These documents form an annex to the Agreement. In the absence of proof of adequate insurance, SPORTFIVE may, at its sole discretion, refuse to open the Arena, and in such cases, the rules regarding the failure of the Agreement due to reasons within the Tenant's scope of interest Arena apply.
- 4.53. Regarding the assets brought into the Arena by the Tenant, the Tenant must have an "All risk" property insurance policy, in which the insured value of the property groups corresponds to the replacement or reproduction value of the assets.

- 4.54. SPORTFIVE requires the Tenant to maintain liability insurance coverage for personal injuries and other material and non-material damages caused during or in connection with its activities in the Arena. This includes damages caused by the Tenant's subcontractors, performance assistants, or other contributors, as well as any natural or legal persons engaged in the organization or execution of the Event (except for personnel of SPORTFIVE or its subcontractors). It also includes damages caused by performers participating in the Event or other contributors in any capacity.
- 4.55. The insurance coverage must extend to damages caused to participants of the Event, exhibition, etc. (e.g., spectators, visitors, performers, exhibitors, competitors), including damages related to assets taken into custody, stored, or supervised. Furthermore, it must cover damages caused to SPORTFIVE, the landlord, and the Arena.
- 4.56. **The liability insurance must cover claims enforceable in all countries worldwide. The combined compensation limit of such liability insurance must be no less than EUR 1,500,000.** Neither the scope of coverage nor the compensation limit of the liability insurance restricts the Tenant's liability for damages. If the nature or amount of damage exceeds the insurance coverage or compensation limit, the difference must be borne by the Tenant. The Tenant's liability insurance must also cover claims submitted to SPORTFIVE due to incidents within the Tenant's scope of responsibility.
- 4.57. To execute the Event, the Partner may only install or modify temporary structures (including drilling holes) in the Premises with SPORTFIVE's prior written consent and at its own expense. The Partner must always provide prior written notification to SPORTFIVE regarding the technical requirements and necessary power supply related to such installations and operations. Temporary structures may only be installed within the Premises with the necessary permits granted by SPORTFIVE, ensuring they do not cause damage. The Partner assumes full liability for any damage caused by these structures. The Partner must dismantle all installed temporary structures at its own expense by the end of the rental period. Additionally, the Partner must ensure that all furniture, installations, scenery elements, or similar items transported or stored in the Arena are equipped with protective equipment to prevent damage to the Arena's property, walls, and floors (e.g., protective felt, protective carpet). The Partner acknowledges that the Arena is state-owned property and part of the national assets.
- 4.58. **Smoking is prohibited throughout the entire Arena, and smoking is only allowed in designated smoking areas.** The Partner is responsible for informing all individuals participating in the Event, including those involved in preparations and post-event activities, of this restriction. The Partner bears exclusive liability for any damages arising from the violation of this obligation.
- 4.59. For public music provided live or mechanically (radio, television, CD or DVD player, etc.), the Partner must obtain performance rights from ARTISJUS Hungarian Copyright Protection Association (address: 1016 Budapest, Mészáros u. 15-17.; tel.: 1/488-2600; website: [www.artisjus.hu](http://www.artisjus.hu)). SPORTFIVE assumes no responsibility for any consequences arising from the failure to obtain such rights, and the Partner is liable for any damages resulting from non-compliance with this obligation. The Partner is fully and unconditionally obligated to indemnify SPORTFIVE against any claims or obligations related to the payment of royalties (whether due to Hungarian or international institutions), should any third party submit a royalty claim or demand payment from SPORTFIVE.
- 4.60. The Lessee is solely responsible for the fees, wages, or other similar payment obligations related to services provided by performing artists participating in the Event, or any other natural or legal persons involved in the organization or execution of the Event (except for personnel employed by SPORTFIVE or its subcontractors). This includes all applicable taxes, duties, contributions, or any other payment obligations imposed by Hungarian or foreign authorities on such payments.

- 4.61. The Lessee bears full and exclusive liability towards SPORTFIVE for the performance, contractual breaches, or damages caused by any subcontractor or other contributors engaged in the organization, execution, or performance of the Event. The Lessee remains liable even if they or their subcontractor do not have a direct contractual relationship with the responsible party but allowed them access to the Venue or participation in the Event's organization, execution, or performance, regardless of whether SPORTFIVE was notified of this or not.
- 4.62. The Lessee is solely responsible for the Event, the performance showcased within the Event, and its execution. Consequently, the Lessee is required to indemnify SPORTFIVE against all direct and indirect claims for damages, including but not limited to legal costs (court fees, arbitration fees, litigation, and other costs) that may be incurred by SPORTFIVE due to disputes arising from the Event or related security and insurance deficiencies. The Lessee is only exempt from liability for services that, under the Contract, are explicitly the responsibility of SPORTFIVE.
- 4.63. In the event that the Event is canceled due to force majeure, the Lessee is obligated to refund the ticket prices to ticket holders in accordance with the provisions of the applicable ticket sales agreement(s).
- 4.64. **The Lessee may not transfer its rights and obligations under the Contract, in whole or in part, to any third party without the prior written consent of SPORTFIVE.**
- 4.65. **If the Partner fails to fulfill any of its data provision obligations specified in the Contract and/or this GTC within the prescribed deadline due to reasons attributable to them, SPORTFIVE is entitled to withdraw from the Contract or terminate it with immediate effect after the rental period has begun.** If the delay or failure to provide the required information is not attributable to the Partner, or if the delay does not result in the cancellation of the Event, SPORTFIVE does not have the right to withdraw or terminate the Contract, but the Partner must reimburse SPORTFIVE for any proven damages and additional costs that arise in a causal relationship with the Partner's contractual breach.
- 4.66. If, in addition to the rental of the Premises, the Parking Lot or a part thereof is also made available for use, the provisions of this GTC Arena apply accordingly to its rental and use.

## 5. Execution of the Event

- 5.1. When organizing the Event, the Lessee is responsible for ensuring that the necessary equipment and materials for the Event are delivered to the Venue in a timely manner (such delivery may not take place before the start date of the rental period) and subsequently removed (including temporary installations). Additionally, the Lessee must contract the personnel necessary for the execution of the Event in compliance with all applicable laws and regulations and ensure the proper payment of their wages, contributions, fees, and any applicable taxes.
- 5.2. The admission of the general public to the Event is the exclusive responsibility and duty of the Lessor.
- 5.3. As a general rule, admission of the general public during the Event Arena take place using the Venue's electronic access control system.
- 5.4. The Lessee is entitled to determine the individuals who are authorized to access the stage, backstage areas, and front-stage areas. If the Lessee uses its own equipment, it may also

define access to lighting and sound technology areas, artists' dressing rooms, production catering areas, and production parking spaces, provided that the number of such individuals does not exceed what is reasonably necessary.

- 5.5. During the Event, SPORTFIVE personnel and representatives Arena be entitled to enter the Premises, the stage, backstage areas, lighting and sound technology areas, the control room, artists' dressing rooms, catering technology areas, designated parking spaces for the Lessee, and any other areas used by the Lessee, in accordance with Section 4.2 of this GTC and for the purposes set out therein, subject to prior agreement with the Lessee on the manner and timing of access. **SPORTFIVE's authorized representatives may immediately prohibit the commencement or continuation of any program, activity, or part of the Event if they determine that it endangers the safety or integrity of the audience, staff, Venue, or any of its furnishings or equipment, or if it violates legal provisions or the terms of the Agreement. In such cases, the Lessee Arena not be entitled to any claims for damages against SPORTFIVE.**
- 5.6. The Lessee is obliged to respect the duration of the Event's opening hours for the general public (as specified in the Agreement by the Parties) and to ensure that the general public remains in the Venue only during the period when the Event is open to them. SPORTFIVE reserves the right to evacuate the Venue at its own discretion, through its security service, in order to protect life, physical safety, and property in the event of an emergency or the possibility thereof, or in accordance with its current security, disaster management, and evacuation regulations. In such cases, the Lessee's personnel must fully comply with the Venue's security service and cooperate with them in all respects.
- 5.7. If the Lessee intends to use a more complex or higher-functionality sound and lighting system than the one available at the Venue, the Lessee must arrange for its procurement (purchase or rental), delivery to and removal from the Venue, installation, compliance with mounting requirements, dismantling, and operation at its own expense. The Lessee must comply with all safety regulations in force at the Venue concerning any installed sound, lighting, pyrotechnic, or other special technical systems and must ensure that its personnel, representatives, service providers, and suppliers do the same.
- 5.8. The Lessee undertakes that during the rental period, the noise, vibration, and sound levels resulting from its activities will not exceed the maximum limits permitted by applicable laws and regulations.
- 5.9. To ensure security inside and outside the Venue, SPORTFIVE Arena provide its own monitoring and supervision services. **The Lessee may only use the security services provided by SPORTFIVE within the Venue.**
- 5.10. The security personnel responsible for entry control have the right, in accordance with SPORTFIVE's instructions and considering the nature of the Event, to inspect the bags of entrants (and if their clothing could be used to smuggle prohibited items or substances, then their clothing as well) and ensure that no prohibited items or materials are brought into the Venue. If the Lessee orders an extended screening process at the Venue, it must notify SPORTFIVE in advance and bear the extra costs of this additional service.
- 5.11. If, for any reason, the involvement of law enforcement, disaster management, fire department, or any other security agency is required by applicable laws, the Lessee is responsible for covering the costs of their services.



5.12. **SPORTFIVE may provide partial or full access to the Venue's VIP external parking lot for the general public under the conditions specified in the rental agreement.**

5.13. By signing the Agreement, the Contracting Parties grant SPORTFIVE a pre-purchase right for 400 tickets for the Event, of which 200 must be for first-category seating. Based on this pre-purchase right, SPORTFIVE is entitled to purchase tickets for the Event, up to the quantity specified in this clause, before anyone else and at the price determined by the Lessee for the general public.

5.14. SPORTFIVE reserves the unrestricted right of access and use of the Parking Lot, VIP reception area, transport elevators, staircases, VIP promenade level and its venues (VIP Gold and Platinum), the 49 Sky Boxes, as well as the adjacent corridors to these areas. These spaces are leased by SPORTFIVE to its own clients, and the full revenue derived from such leasing Arena belong exclusively to SPORTFIVE. The Lessee Arena not claim any share of this revenue under royalty or any other legal entitlement.

5.15. The Lessee acknowledges that guests of the Sky Boxes and the VIP promenade level and its venues (VIP Gold and Platinum) enter the Event with tickets provided by the Lessor. The entry tickets for the given Event under this clause Arena be issued by the Lessor, and the Lessee Arena not be entitled to any financial compensation in connection with these tickets. If any Sky Box is covered due to the configuration of the Event—meaning that the performance cannot be seen from the respective Sky Box—the Lessee Arena provide SPORTFIVE, free of charge and without additional fees, with the same number of tickets for the highest-priced seating category in the audience area as the original 15-person capacity of the affected Sky Boxes per event.

## **6. Security Interest (Lien)**

6.1. Until the Partner has fulfilled all its payment obligations under the Agreement (including, but not limited to, the Rental Fee, the fees of Additional Services, their surcharges, compensation for damages, penalties, or liquidated damages), SPORTFIVE Arena have a security interest (lien) over all assets brought by the Partner into the Leased Premises or the Venue. As long as this lien remains in effect, SPORTFIVE may prevent the removal of any asset encumbered by the lien. If the Partner removes an asset subject to the lien without SPORTFIVE's permission and fails to provide another adequate security, SPORTFIVE may demand the return of the asset at the Partner's expense. Upon the asset's return, the lien Arena be reinstated.

## **7. Compensation for Damages**

7.1. If any damage occurs to the Leased Premises used by the Partner during the rental period or to any assets owned, operated, and/or used by SPORTFIVE due to the actions of the Partner, persons employed by the Partner under any legal title, or individuals attending the Event, the Partner Arena be obliged to compensate SPORTFIVE for the damage within 15 (fifteen) days of SPORTFIVE's notification requesting such compensation.

During the rental period, the Partner, as the Event organizer, bears exclusive liability for any damage to the life, physical integrity, or property of individuals participating in the Event or using the Leased Premises. The Partner is also liable for any damage resulting from improper or non-contractual use. If the Partner allows third parties to use the Leased Premises without SPORTFIVE's authorization, the Partner Arena also be liable for any damages that would not have occurred otherwise.

7.2. SPORTFIVE Arena only be liable for damages to the Partner's property within the Leased Premises if such damages were caused by SPORTFIVE or one of its employees acting in a manner that is not reasonably expected in the given situation. In cases of non-attributable conduct or damage caused by a third party, the Partner Arena bear the damage unless another party can be held liable for its compensation.

7.3. **If the Event is canceled after the execution and entry into force of the Agreement due to a reason attributable to SPORTFIVE, SPORTFIVE undertakes to refund to the Lessee the installments of the Rental Fee paid up to the date of cancellation.** In addition, SPORTFIVE Arena compensate the Lessee for any direct damages incurred due to the cancellation (verified depreciation of the Lessee's assets). The Lessee Arena be responsible for proving the amount of direct damages based on the general rules of the Civil Code regarding damages resulting from contractual breaches. The maximum amount of liability for damages Arena not exceed the total Rental Fee specified in the Agreement. SPORTFIVE Arena not be liable for indirect or consequential damages, including lost profits. The Lessee must enforce any claim for damages against SPORTFIVE within 18 months from the occurrence of the damage, as this is a statutory limitation period. If the claim is not submitted within this period, it Arena be deemed expired. By signing the Agreement, the Lessee acknowledges that the Rental Fee has been determined at a level that fully complies with the obligation to provide proportional compensation for the operational liability limitations and accepts and acknowledges this liability limitation.

7.4. SPORTFIVE Arena only be liable for damages caused to the Partner in connection with the provision of contractual services or Additional Services if such damages occurred due to SPORTFIVE or one of its employees failing to act in a manner reasonably expected in the given situation. In cases of non-attributable conduct or damage caused by a third party, the Partner Arena bear the damages unless another party can be held liable for their compensation.

7.5. To the extent permitted by applicable laws, SPORTFIVE Arena not be liable for damages caused by force majeure or for damages that did not arise due to reasons attributable to SPORTFIVE.

7.6. In the event of force majeure, the party affected by the force majeure Arena:  
(i) notify the other party of the force majeure event as soon as reasonably possible after becoming aware of it, and  
(ii) take all necessary steps to mitigate the damages incurred and prevent further damage. The party responsible for providing the notification Arena be liable for any damages resulting from a delay in notification. If the obligated party fails to notify the other party in due time, it Arena bear the responsibility for any damages arising from such failure.

## 8. Penalty Fee, Liquidated Damages

8.1. Either party is entitled to terminate the Preliminary Reservation Agreement and the Agreement by withdrawal before the commencement date of the rental period specified in the Agreement. If the withdrawal is not due to a contractual breach by the other party, the withdrawing party Arena pay the other party a penalty fee in the amount determined based on the number of days between the notice of withdrawal and the start date of the rental period, as follows:

Time Between Withdrawal and Start of Rental Period	Penalty Fee Amount (% of Net Rental Fee)
Within 100 days	100

Beyond 101 days	30
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- 8.2. Given that the amount of the penalty fee depends on the timing of the exercise of the withdrawal right, the Contracting Parties may only exercise their right of withdrawal within 5 business days from becoming aware of the circumstance that justifies the withdrawal. The date of exercising the withdrawal right Arena be considered the day on which the company's authorized representative or proxy makes the withdrawal declaration.
- 8.3. If SPORTFIVE has the right to withdraw from or terminate the Agreement immediately due to a material contractual breach by the Partner, the Partner Arena be required to pay a failure penalty fee, which Arena be 100% of the net Rental Fee.
- 8.4. SPORTFIVE is entitled to claim compensation from the Partner for its proven damages exceeding the amount of the penalty fee or failure penalty. Unless otherwise provided by the Agreement and/or these GTC, the deadline for paying the penalty fee/liquidated damages is 8 days from the receipt of the payment demand.
- 8.5. To avoid any misunderstandings, the Contracting Parties mutually declare that all penalty fees and liquidated damages established in the Agreement and/or these GTC are deemed equivalent to the sanctioned conduct. Therefore, they expressly waive their right to cArenaenge the contract on this basis or to refuse the fulfillment of their obligations.
- 8.6. The Contracting Parties declare that they acknowledge the fact that the penalty fee falls within the scope of VAT, while the liquidated damages do not constitute a VAT-liable payment obligation.

## 9. Communication and Contact Persons

- 9.1. The Contracting Parties Arena specify in the Agreement the persons designated by each Party for communication purposes. If any notification or communication is received from a person who is neither authorized to represent the Party nor designated as a contact person, or from someone without proper authorization, the sending Party acknowledges that the receiving Party has the right to consider such communication as invalid.
- 9.2. The Contracting Parties agree that any declarations made in the Agreement and in these GTC Arena only be deemed valid if made in writing. The provisions of these GTC regarding delivery Arena also apply to legal declarations.
- 9.3. The Contracting Parties are required to send all official notifications and other communications related to the Agreement in writing to the other Party. Such notifications Arena be considered delivered when:
- they are handed over personally to the recipient, or
  - they are sent by registered mail and the return receipt confirms delivery or is returned with the remarks "recipient moved to an unknown location," "recipient unknown," "recipient relocated," "insufficient address," or "not collected."

The Contracting Parties also accept that official notifications or other communications may be sent via fax or electronic means (e-mail), provided that the recipient confirms receipt and the sender, if reasonable or if specifically requested by the recipient, also sends the original copy by mail. In case of a dispute, the date of delivery Arena be: a) for personal delivery, the date of receipt; b) for fax or e-mail transmission, the date of sending; c) for successful postal delivery, the date of receipt; d) for unsuccessful postal delivery, the 5th day following receipt of the postal notification confirming the failed attempt.

9.4. The Contracting Parties Arena promptly inform the other Party of any changes in their data (particularly address, bank account number, or tax number) or any changes related to their designated contact person. Any proven damages resulting from failure to comply with or delay in fulfilling this notification obligation Arena be the responsibility of the defaulting Party.

## **10. Modification and Termination of the Agreement**

### **10.1. Modification of the Agreement:**

The Contracting Parties may only amend the Agreement by mutual consent and in writing.

### **10.2. Termination of the Agreement:**

The Agreement Arena terminate upon the expiration of the fixed term specified in the Agreement.

If the Agreement becomes impossible to perform due to force majeure (an unforeseeable and unavoidable external cause beyond the control of either the Lessee or SPORTFIVE), the Agreement Arena be considered terminated. The Parties clarify that force majeure does not include the cancellation of the Event due to an illness of a performer or any other similar reason, nor does it include the reasons specified in section 4.13 of these GTC. If the Event is canceled or rendered impossible for such reasons, the termination fee specified in section 8.3 of these GTC Arena still be payable to SPORTFIVE.

In the case of force majeure, the Parties Arena settle the performed and unperformed services, as well as the payments made up to the date of termination. The fees for any Ancillary Services already provided by SPORTFIVE up to the termination date Arena be retained by SPORTFIVE. If the payments made for Ancillary Services exceed the value of the services actually rendered, the difference Arena be refunded to the Lessee. Conversely, if the payments made do not cover the value of the services provided, the Lessee Arena settle the outstanding amount based on SPORTFIVE's invoice.

### **10.3. Termination of the Agreement:**

a) The Contracting Parties may terminate the Agreement at any time by mutual consent in writing.

**b) Given the short fixed duration of the Agreement and the Parties' mutual intention, the Agreement cannot be terminated through ordinary termination.**

c) The Agreement may be terminated in writing with immediate effect not only in cases expressly named in the Agreement and/or these GTC but also in any case where either Contracting Party breaches a material provision of the Agreement or these GTC. This includes but is not limited to cases where the Partner fails to pay the due Rental Fee or Ancillary Service Fees on time, where the conduct of the Partner or any person participating in the Event endangers the condition of the premises, or where the Partner fails to monitor the behavior of the Event's attendees (participants), causing damage to SPORTFIVE.

d) Either Party has the right to terminate the Agreement through withdrawal, even without the other Party being in breach, under the circumstances specified in section 8.1 of these GTC. Withdrawal from the Agreement results in the contract being dissolved with retroactive effect. The right of withdrawal must always be exercised in writing, and the withdrawing Party is not required to justify the decision unless the withdrawal is based on the other Party's breach of contract.

### **10.4. Procedures Upon Termination of the Agreement:**

**10.4.1.** In the event of termination or cancellation of the Agreement for any reason, the Partner must vacate the leased Premises and the Arena building within three (3) hours and return the Premises to SPORTFIVE in an emptied and clean condition.

**10.4.2.** The Partner is required to make the Premises available to SPORTFIVE and leave the Arena within three (3) hours of termination, even if they do not agree with the termination and intend to enforce their rights through legal action, including court proceedings or other claims.

#### 10.5. **Consequences of Termination:**

The Contracting Parties agree that the termination of the Agreement for any reason Arena also terminate all legal relationships established between them concerning the Event.

### **11. Confidentiality**

**11.1.** The Contracting Parties Arena keep all economic and other data, facts, and information related to the Agreement that come to their knowledge regarding the other Party as business secrets; this obligation Arena continue even after the termination of the legal relationship. Exemption from confidentiality can only be granted by the duly authorized representative of the other Party. The Party in breach of this obligation Arena be liable for any damages caused to the other Party or third parties due to the breach of confidentiality.

**11.2.** The Partner may only provide information to the press regarding the Agreement and/or these GTC, as well as any other information related to SPORTFIVE and/or the Arena, with the prior written consent of the managing director of SPORTFIVE. In case of breach of this obligation, the Partner Arena pay SPORTFIVE a penalty equal to the gross Rental Fee specified in the Agreement within eight (8) days, and SPORTFIVE Arena also be entitled to claim compensation for any verified damages exceeding the penalty amount.

### **12. Miscellaneous Provisions**

**12.1.** If any provision of the Agreement and/or these GTC is found to be invalid, the Contracting Parties Arena attempt to replace the invalid provision with a valid one by mutual agreement. The Contracting Parties mutually undertake to negotiate in good faith to find a new provision that best aligns with the objectives of the Agreement and their contractual intent.

**12.2. The principle of non-waiver by silence applies to the contractual relationship between the Contracting Parties. This means that if, at any time, either Party fails to enforce strict compliance with any contractual obligation under the Agreement and/or these GTC, this Arena not be considered a waiver of the right to enforce compliance later. Furthermore, if a provision is violated by one Party and the other Party does not immediately act against it, this Arena not be interpreted as consent to future breaches of the same provision.**

**12.3.** In case of any dispute arising between the Contracting Parties regarding any matter regulated in the Agreement and/or these GTC, the Parties Arena first attempt to resolve the dispute amicably. To this end, either Party may initiate negotiations to enforce any claim under the Agreement and/or these GTC. If the negotiations do not lead to a resolution, the initiating Party is entitled to enforce their claim through civil litigation or other legal proceedings, unless the Agreement and/or these GTC expressly exclude such recourse. The Contracting Parties agree that in the event of any legal disputes arising from the Agreement:

a) For disputes involving a claim value exceeding **HUF 10,000,000 (net amount)**, the **Permanent Court of Arbitration** organized by the Hungarian Chamber of Commerce and Industry Arena have **exclusive jurisdiction**. The arbitration Arena be conducted under its **Procedural Rules**, with a **sole arbitrator** and in an **expedited procedure**. The arbitration Arena take place in **Budapest**, with proceedings conducted in **Hungarian**, and Hungarian law Arena apply.

b) For all other disputes not covered by section (a), the Parties accept the **jurisdiction of the competent Hungarian courts** as determined by the applicable civil procedural law.

**12.4.** The Contracting Parties declare that any matters not regulated in the Agreement and/or these GTC Arena be governed by the **Hungarian Civil Code (Act V of 2013)**, the **Act LXXVIII of 1993 on the lease and sale of residential and non-residential premises**, and other relevant Hungarian legal regulations applicable to their legal relationship.

**12.5.** These GTC apply to all lease and other service agreements concluded by SPORTFIVE concerning the rental of various premises (including parking spaces) within the Arena it operates and the provision of additional services available from SPORTFIVE.

**12.6.** If there is a discrepancy between the provisions of these GTC and the Agreement, the provisions of the Agreement Arena take precedence in governing the legal relationship between the Contracting Parties.

**12.7.** Upon signing the Agreement, any previous agreements made between the Contracting Parties in any form Arena become void. Their legal relationship Arena be governed exclusively by the Agreement and these GTC.

**12.8.** SPORTFIVE reserves the right to unilaterally amend these GTC. SPORTFIVE Arena publish any amendments on its website ([www.mvm-dome.hu](http://www.mvm-dome.hu)) at least fifteen (15) days before the amendment takes effect. In exceptional circumstances, SPORTFIVE may establish special provisions deviating from these GTC, which Arena take effect upon publication on the website. The amendments to the GTC and its annexes Arena apply to all **existing agreements** from the date they take effect.

**12.9.** If SPORTFIVE exercises its unilateral right to amend these GTC as per section 12.8, and such amendment is disadvantageous to the Lessee, and the Lessee qualifies as a consumer, the Lessee Arena have the right to terminate or withdraw from the Agreement within fifteen (15) days of the amendment's publication on the website. If the Lessee does not exercise their right to withdraw or terminate within this period, the amendment Arena be deemed accepted by the Lessee.

Budapest, on July 1, 2022.

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**SPORTFIVE MPA Kft.**  
Siklósi Csaba Managing Director

# Annex 1

## Catering Services

1. The exclusive right to provide catering services in the Arena for a fee belongs to a third party, Rampart Catering Kft (hereinafter referred to as "Exclusive Provider"), which has entered into a separate agreement with SPORTFIVE. Therefore, during the term of the Agreement, the Partner is not entitled to sell any products falling within the scope of the buffet and restaurant activities of the Arena, or any other catering products, without the prior written consent of the Exclusive Provider, anywhere within the entire premises of the Arena, including the parking area.
2. The Partner may only approach another catering service provider for a fee if the Exclusive Provider is unable or unwilling to provide the catering service and has issued a written declaration to the Partner confirming this.
3. If the Partner requires special catering services that are not offered in the Arena's buffets and restaurant, or requires catering services outside the buffet areas and restaurant, the Partner must first contact the SPORTFIVE representative and initiate negotiations for an agreement.
4. The rules governing catering services provided free of charge are as follows:
5. During or for the purpose of the permitted free-of-charge service, the Partner may not bring into the Arena any cooking and baking equipment capable of preparing food and beverages on-site, nor any hot and cold kitchen or confectionery products (e.g., prepared meals, cold kitchen products, pastries, stuffed goods, ice cream, etc.), whose preparation, storage, and serving would otherwise require strict health regulations and the approval of the National Public Health and Medical Officer Service (ÁNTSZ) or any other relevant authority.
6. The Partner must also contact the SPORTFIVE representative regarding the procurement of these free-of-charge products and initiate negotiations for an agreement. The Partner may only source such products from an independent supplier if the Exclusive Provider is unable or unwilling to provide the catering service and has issued a written statement to that effect.
7. Offering products for commercial purposes and/or in commercial quantities may only take place in exchange for a fee, in which case the provisions set out in points 1-4 above regarding catering services for a fee Arena apply.
8. Regardless of whether the catering service is provided for a fee or free of charge, if SPORTFIVE grants the Partner the use of any supporting facilities free of charge for the requested or executed catering service, the cost of providing and arranging the necessary furnishings and/or equipment, as well as the cost of cleaning, is not included in the Rental Fee and/or the Service Fee. Therefore, the Partner must enter into a separate agreement with SPORTFIVE regarding these costs.
9. The security personnel acting on behalf of SPORTFIVE are authorized to prevent the entry of unauthorized catering products into the premises of the Arena as specified in this appendix. The Partner undertakes to inform event attendees, including those involved in the preparation and follow-up activities related to the Events, of this regulation.
10. Under the exclusive contracts concluded by SPORTFIVE, only soft drinks and beer products manufactured (distributed) by the Arena's exclusive partners may be sold throughout the entire Arena and its parking area during the Event. Additionally, under these contracts, competing companies are not allowed to be represented in any form within the premises, including any type of advertising display.
11. The Partner may not, in any way, violate these product and advertising exclusivity agreements in connection with the Event covered by the Agreement. This is especially relevant given that, as stated in the General Terms and Conditions (GTC), an exclusive third party (i.e., the Exclusive Catering Provider) holds the exclusive rights to provide catering services.

