

between, on the one hand, **HVG Kiadó Zrt.** (located in 1037 Budapest, Montevideo u. 14., trade register number: 01-10-041172, tax number: 10226353-2-41, hereinafter referred to as "**Organizer**" or "**HVG Kiadó Zrt.**"), the organizer of the event called **HVG Job Fair – National Training and Career Days** (hereinafter referred to as "**Event**") and, on the other hand, the contracting party for the Event (hereinafter referred to as "**Contracting Party**", **Organizer** and **Contracting Party** hereinafter referred to collectively as "**Parties**"), which constitute an inseparable part of the contract.

1. Effect of the contract

1.1 In the legal relations established between the **Contracting Party**, recipient of the services of the **Organizer**, these General Terms and Conditions shall be applied unless the **Parties** have agreed in distinctly different terms from those set in the General Terms and Conditions in a specific contract. Failing this, **Contracting Party** automatically accepts and consents to be bound by the General Terms and Conditions by placing a purchase order.

1.2 The provisions of the General Terms and Conditions come into effect on 28 May 2018.

1.3 The **Organizer** reserves the right to modify present General Terms and Conditions or to bring new general terms and conditions into force. Such new General Terms and Conditions can and shall be met for purchase orders placed after they have been published on hvgallasborze.hu.

1.4 These General Terms and Conditions are applicable to **Frissdiplomás Személyzeti Tanácsadó és Szolgáltató Kft.** (located in 1037 Budapest, Montevideo u. 14., trade register number: 01-09-872621, tax number: 13777157-2-41) as well, which takes part in the organization of the **Event** on the basis of a co-hosting agreement signed with the **Organizer**.

2. General provisions and definitions

2.1 **Stand:** exhibition space built, furnished, carpeted and provided by the **Organizer** to the **Contracting Party**. Rowstands are enclosed by 3 walls, cornerstands are enclosed by 2 walls, and headstands are enclosed by 1 wall. The stand area is the carpeted area enclosed by walls with a height of 2.5 meters. The **Organizer** publishes the most important parameters of each and every stand (size, alignment, walls, stand circle, and equipment – furniture included) as well as the illustration and the ground plan of the stands with a floor area of 4, 6, 8, 9, and 12 m² on <http://hvgallasborze.hu/munkaadoknak/standfoglalas>; the **Contracting Party** chooses and orders the stand based on the information above. Although the basic features of the stands (size, alignment, number of walls, stand circle) cannot be altered, the furniture, the colour and quality of the carpet, etc. can and will meet the **Contracting Party's** requirements based on its purchase order.

2.2 **Individual stand:** a stand different from the standard ones described in paragraph 2.1, built individually and provided by the **Organizer**. An individual stand can only be built with prior written approval from the **Organizer**. If the **Contracting Party** wishes to implement an individual stand design itself, it must provide the **Organizer** with the final construction drawing when requesting permission to do so. Furthermore, if the planned stand is taller than 3 metres, the **Contracting Party** must enclose static calculations and a statement from the designer. If the planned stand is taller than 3 metres and is directly attached to the stands of other exhibitors (that is, it is not an island stand), the **Contracting Party** must request a written consent from the exhibitors with stands directly attached to its own in order to be able to construct it. If the **Contracting Party** does not provide the **Organizer** with the documents mentioned in this section, the **Organizer** is entitled to reject the **Contracting Party's** construction request.

2.3 **Stand area:** an area which the **Organizer** provides the **Contracting Party** with suitable for constructing an individual stand. Depending on its size and location, a stand area may be an area fit for constructing an individual island stand (with passageways on all four sides) or a stand being contiguous with other stands on one or two walls. Services included in the stand area: connecting electricity, internet services (WiFi), carpeting per request.

2.4 **Stand circle:** some of the stands constructed by the **Organizer** have an area fit for creatively placing a logo or any other message on, which is uniformly called a stand circle, regardless of the size. Beside providing the stand with an aesthetic appearance, stand circles also have a static function, therefore, if the **Contracting Party** orders a stand with a stand circle, it cannot request its removal. If the **Contracting Party** chooses a stand which does not have a stand circle according to the information published on <http://hvgallasborze.hu/munkaadoknak/standfoglalas>, it may ask the **Organizer** to build one, which the **Organizer** must do free of charge.

2.5 **Emergency exit routes:** routes marked in the evacuation plan of the **Event**, on which participants of the **Event** can leave the venue in case of emergency. Blocking or narrowing the emergency exit routes is strictly forbidden, and so is placing exhibition or decoration items on it. The **Organizer** is entitled to have any item placed on the emergency exit routes removed; it is the owner of the item who bears the expense of the removal and the storage.

2.6 **Exhibitor pass:** the **Contracting Party** can enter the **Event** and make use of the services offered at the **Event** (Exhibitors' Café, hostess services) with a wristband, which will be handed to each and every exhibitor personally by the hostesses of the **Organizer** at the appointed gate of the exhibition hall.

2.7 **Parking spot:** one parking spot can accommodate one passenger car. In the case of vehicles taking up more space than a passenger car, the **Organizer** takes account of the occupied space and not the number of vehicles.

2.8 **Catering services:** the **Organizer** provides the exhibitors of the **Event** with an unlimited supply of food and beverages in the Exhibitors' Café ("Kiállítói Kávéház"), as well as an unlimited amount of tea, coffee and soft drinks served by the hostesses at the exhibitors' own stands. A lunch menu is available upon payment of compensation. On the first day of the **Event**, the **Organizer** will be hosting a gala dinner, to which all exhibitors of the **Event** are invited.

2.9 **Exhibitors' Café:** a place where the exhibitors of the **Event** can rest and get refreshments available only for those with an exhibitor pass. Food and beverages for every time of the day is available in an unlimited amount.

2.10 **Hostess service:** its purpose is helping the exhibitors of the **Event** in every way possible: answering their questions, solving their problems, and serving the drinks on the menu at the stands. This service is provided continuously, although one host or hostess is in charge of more than one stand, that is, he or she does not belong with one exhibitor only.

2.11 **Microsite:** an individual site on the website of the **Event** provided by the **Organizer** on which the **Contracting Party** can display its offers. It is the duty of the **Contracting Party** to upload and update information to its own microsite.

2.12 **Opening hours:** the period during which visitors of the **Event** may stay at the premises of the **Event** and make use of its services. During this period, the **Contracting Party** is obliged to be represented by at least one person and provide the services it has published beforehand on the advertising platforms of the **Event**.

2.13 **Partner Program:** a customer loyalty program established for the exhibitors of the Event, with which the **Organizer** wishes to express its appreciation towards recurring exhibitors. Exhibitors of the **Event** automatically become entitled to receive an HVG Job Fair Partner Program membership after the first **Event** which has taken place with them participating. The membership entitles them to various discounts and privileges.

2.14 **Services available for order on the spot:** The **Organizer** enables the **Contracting Party** to add extra items to his or her order while the stock lasts. Both the scope and the amount of services available on the spot are limited, therefore, the **Contracting Party** can place an order online on services listed on the on-the-spot order form, solely while the stock lasts. No discount vouchers can be redeemed for services ordered on the spot, neither can the **Contracting Party** use its loyalty points for services of this kind.

2.15 **List price:** the price of the services without value added tax made available for the public on the website of the **Event**, in the purchase order forms and in the information guide.

2.16 **Net-net price:** the value of the list price without value added tax increased with additional charges or decreased with discounts.

2.17 **Trade Secret:** each and every fact, datum or nexus related to an economic activity, which are not widely known or not easy to get acquainted with, and the acquisition, utilization or publishing of which by those unauthorized would infringe the market, economic or financial interest of the authorized party. A trade secret is in particular each and every private and non-public piece of information, datum and document which the parties share or become aware of during or prior to signing a contract. Such is in particular information regarding the operation, activity, and management of the parties, the individual solutions employed, and the terms and conditions. Furthermore, any technical, economic, or organizational knowledge, experience or the construction of such fit for identification (on the application of law proprietary information) is under the same protection as a trade secret if it is acquired, utilized, and published with the infringement of the principle of good faith and fair dealing.

2.18. The co-host of the **Event:** **Frissdiplomás Személyzeti Tanácsadó és Szolgáltató Kft.** (located in: 1037 Budapest, Montevideo u. 14., trade register number.: 01-09-872621, tax number: 13777157-2-41), is entitled and obliged to act in matters related to the **Event** (except for invoicing) instead of the organizer on behalf of itself and the **Organizer** as well. Thus, in present General Terms and Conditions, the term "Organizer" obviously refers to the co-host as well, especially with respect to contracting authority.

3. Data protection

3.1 The protection of visitor registration as well as the personal data given when placing a purchase order is regulated by the privacy policy published on the website of the **Event**, which is in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), as well as with the Act CXII of 2011 on Informational Self-determination and freedom of information (infotv.).

3.2 Accordingly, the **Organizer** shall not disclose any personal or professional data given with the purpose of fulfilling the contract by the visitors and exhibitors of the **Event** or any other natural person appearing at or having a contact with it to third parties without the consent of the data subject.

3.3 Those users who register for the **Event** as visitors or job-seekers (hereinafter referred to as "**Users**") will have a job-seeker profile created with an individual identification number based on their registration data when submitting an application for the **Event**. **Users** are enabled to apply for jobs, internships, training programmes or any other programmes advertised at the **Event** with the barcode given to them upon entering. The personal data and the resumes **Users** share upon registration shall be forwarded only to those exhibitors, for whom the given **User** wishes to, and, thus, agrees to, make his or her job-seeking profile accessible. In case of such consent from the **User**, the duration of data management is 365 days following the end of the **Event**. After this period, the **Contracting Party** is obliged to delete all the personal and professional data of the **User** which it received with the consent of the **User** at the **Event**, unless the **User** gave a written consent for further data management.

3.4 The tracking and tag managers placed on the online platforms of the Event may collect data (e.g. IP address) from the **User** which are considered personal data according to the General Data Protection Regulation (GDPR) and the Act CXII of 2001 (infotv.). It is solely the **Contracting Party** who is responsible for the personal data collected from the tracking and tag managers placed in advertisements (e.g. banners); the **Organizer** has no access whatsoever to the personal data collected by codes, therefore, it does not qualify as either a data controller or a data processor.

3.5 Should the **Contracting Party** demonstrably breach the General Data Protection Regulation (GDPR) or the Act CXII of 2001 (infotv.) and it is the **Organizer** whom competent authorities convict, the **Contracting Party** shall make restitution to the **Organizer** for the validated fine imposed on the **Organizer**.

4. The establishment of the agreement

4.1 In relation to the establishment of the contract, the sending of the following documents to the **Contracting Party** and making available the link guiding the user to them on the website of the **Event** shall be construed as call for proposal initiated by the **Organizer**: Information guide (including information on each service offered as well as statistics), Purchase Order (hereinafter referred to as "**Purchase Order**"), General terms and conditions. The referred documents, which can be downloaded from the website of the **Event**, shall be construed as call for proposal until they are revoked.

4.2 An offer by the **Contracting Party** shall be construed as such if the **Contracting Party** sends the duly signed copy of the **Purchase Order** based on the co-hosting agreement signed with the **Organizer** by post, fax, e-mail, with a courier service or in person to the **Organizer**, who is responsible for the organization of the **Event** based on the co-hosting agreement signed with the **Organizer**. The **Contracting Party** may not set any conditions or reservations on the **Purchase Order**, and is bound to its offer until the **Organizer** makes a statement defined in 4.4. of the agreement (specification of the stands). Should the **Contracting Party** not order the services of the **Event** for itself, it shall share the name, location, tax number or trade register number of the company which wishes to make use of the services of the **Event**.

4.3 By sending the duly signed copy of the **Purchase Order**, the **Contracting Party** does not only submit an offer, but verifies, that it received, understood and considers binding the conditions set in the general terms and requirements, which form an integral part of the **Purchase Order**.

4.4 Should the **Organizer** be capable of providing the services ordered by the **Contracting Party**, the **Organizer** shall confirm in writing within 8 working days to the **Contracting Party** by sending an email to the email address indicated on the **Purchase Order**, notifying it on the acceptance of the offer (hereinafter referred to as "**Confirmation**"). On condition that the services ordered by the **Contracting Party** cannot be provided for, the **Organizer** may make a decision on its own discretion on the exhibition area by taking into consideration the needs of the **Contracting Party**, without having to justify its standpoint. The decision made by the **Organizer** on the exhibition area (assignment of the stands) is communicated towards the **Contracting Party** in writing. Should this be the case, the **Contracting**

Party may, in writing, notify the **Organiser** within 8 working days as of the date of receiving the return receipt, if it does not accept the conditions included in the return receipt. By the expiry of the set deadline and by accepting the offer of the **Contracting Party** the agreement between the **Parties** enters into force. Should the **Organiser** refuse the offer of the **Contracting Party**, it shall notify the **Contracting Party** within 8 working days in a duly recorded and tracked letter or email sent to any of the contact details specified on the **Purchase Order** by the **Contracting Party**. The **Organiser** does not have to justify the reasons of rejecting the offer.

4.5 The **Organizer** agrees to provide the **Contracting Party** with the services it ordered and confirmed with exactly the same standards and parameters as detailed in the information guide and in the **Purchase Order**, and to do so at the same price as specified in the **Confirmation** and in the **Purchase Order** if the **Contracting Party** fulfills all its other duties specified in the contract. Furthermore, the **Organizer** agrees to provide the **Contracting Party** with the services it has ordered in the best quality, technical and aesthetic implementation possible under the given circumstances. The execution is accomplished by employing services supplied.

5. Use of the leased areas and services

5.1 The **Organizer** guarantees that the **Contracting Party** can use its stand on both days of the **Event** in the opening hours in accordance with its objectives without limitation; however, the **Contracting Party** shall not disturb the other exhibitors or the visitors of the **Event** with its activity. The **Contracting Party** commits itself to be represented by at least one person at its stand during the opening hours in order to be able to provide the visitors of the **Event** with information. The **Contracting Party** acknowledges that if it is not represented by any of its colleagues at its own exhibition area any time during the opening hours, that is, its stand is vacant, the **Organizer** is entitled to have support staff occupy the stand at the expense of the **Contracting Party**.

5.2 The **Contracting Party** understands and acknowledges that on its own stand it may only display information materials relevant to its company (including the parent company and subsidiaries, or any member of the group), and may make the visitors familiar with its services or products (including but not limited to job and training offers, events, other programmes, printed or electronic newsletters and publications). The **Contracting Party** shall acknowledge that any activity differing from the ones listed above (e.g. sales activity, product testing, organising lottery, making polls on the basis of answers provided by visitors) may only be done upon the written permission of the **Organiser**.

5.3 The stands are built by the **Organiser**; the **Contracting Party** may build in the leased area according to its own plans only with the permission of the **Organiser**. Should the **Contracting Party** wish to build in the leased area to its own plans, it needs to take into consideration and comply with the regulations on individual stands, that is,

- ✓ it must provide the **Organizer** with the final construction drawing when requesting permission to do so. Furthermore, if the planned stand is taller than 3 metres, the **Contracting Party** must enclose static calculations and a statement from the designer;
- ✓ should the planned stand be taller than 3 metres and be directly attached to the stands of other exhibitors (that is, it is not an island stand), the **Contracting Party** must request a written consent from the exhibitors with stands directly attached to its own in order to be able to construct it.

5.4 The **Contracting Party** is held responsible for its own decoration elements (e.g. the protection against electric shock of the lamps). The **Contracting Party** shall acknowledge that it shall return the leased area after the closure of the event in the state it received it. If the stand of the **Contracting Party** was decorated by the party in question, it shall remove the decoration elements or reimburse the cost of the removal and/or cleaning.

5.5 The **Organiser** shall be held responsible only for accidents occurring from the fault of the builders/organisers in relation to fully built and approved stands, if the cause may be alleged to the builders/organisers.

5.6 Any leased area designated by the **Organiser** to the client may only be swapped, given over or modified upon the written and approved consent of the **Organiser**.

5.7 The number of exhibitor passes (wristbands), which entitle exhibitors to enter the **Event** and use the services provided by the **Event** (e.g. Exhibitors' Café, hostess service) is determined by the **Organizer** based on the floor space of the stand (floor space of the stand in m²/day).

5.8 The **Organiser** shall specify the number of parking spaces made available free of charge on the basis of the floor space of the stands (in case of 4 and 6 m² stands 1 parking space, 2 parking spaces in the case of stands with a floor space of 8, 9 and 10 m², 3 tickets in case of 12 m² stands, in the case of 16 m² floor space 4 parking spaces, and for stands with a floor space bigger than that, space of the stand in m²/4).

5.9 If the **Contracting Party** intends to organise product trial at its own stand, it shall provide for the necessary waste containers and empty them, and shall gather the required authorisations from the relevant bodies, and shall ask for the written consent of the **Organiser** in order to perform the activities in question.

5.10 If the **Contracting Party** intends to organise public music service or any activity louder than 60 dB at the **Event**, it shall notify the **Organiser** at least 30 days as of the opening of the **Event**, and shall ask for the written approval of the **Organiser**. Should the **Contracting Party** organize public music service, it shall pay the copyright fees.

5.11 The **Contracting Party** may only perform promotional and awareness raising activity beyond the boundaries of its stand (including the distribution of leaflets and representation gifts, persons directing visitors to the stand of **Contracting Party** commissioned by the **Contracting Party** - whether wearing uniforms or not - or decoration panels serving the same purpose) upon the written approval of the **Organiser**. The **Contracting Party** shall acknowledge that without the written permission of the **Organiser** it may stop visitors in order to establish contact with them or make its offers known to them only at its stand or in the 50 cm vicinity of the stand.

5.12 The **Contracting Party** commits itself to refraining from all activities against the law or decency and morality.

5.13 The **Contracting Party** shall return the leased area empty within one hour after the closure of the **Event** in the state it received it from the **Organiser**. Any items that had not been transported from the site of the **Event** after the deconstruction of the area, may be transported by the **Organiser** on the cost of the **Contracting Party**, or if the **Contracting Party** does not respond to the notifications, after 2 weeks of storage, may destruct them. In the latter case, the **Contracting Party** may not validate claims against the **Organiser**.

5.14 If throughout the opening hours of the **Event** the **Contracting Party** is adversely affected due to a cause beyond the competency of the **Organiser** (for example theft, accident that may not be alleged to the **Organiser**) the **Organiser** may only be held responsible till the extent of the liability policy of the **Event**.

6. Security surveillance, equipment of the stands

6.1 The **Organiser** shall provide for the **night surveillance** at the **Event**. The **Organiser** holds responsibility for the items of the **Contracting Party** indicated in the duly filled in list of items at the closure of the stand, from the closure of the hall to the opening of the hall next day. The **Organiser** may not at all be held responsible for valuables brought into the **Event** during opening hours. The **Contracting Party** may occupy its stand on the days of the event 2 hours before the official opening, as the exhibition floor is unaccessible due to the closure of the hall earlier than that.

6.2 The **Organiser** may provide for maximum two **helpers**, for half an hour, who assist the **Contracting Party** in delivering the equipment of the stands from the car park to the stand of the **Contracting Party** during the period of setting up the stand in order to provide for the smooth occupation of the stands.

7. Deadlines, roles and responsibilities, content limitation of advertisements.

7.1 The **Organiser** may only be held responsible for fulfilling orders placed in time to the given **deadline**. The **Contracting Party** shall acknowledge, that on condition it does not submit the materials and information to be published, or the data required for the equipment used at the **Event** in time to the **Organiser**, the **Organiser** cannot fulfil its duties set in the agreement, and cannot be held liable for any damage arising from the situation.

7.2 The **Organiser** cannot be held liable for the validity of data indicated in publications serving the information of the visitors of the **Event** or data indicated in the homepage of the event provided by the **Contracting Party**.

7.3 The **Organiser** may refuse the publication of advertisements or creative material if there are reasonable grounds to believe that the content would violate the applicable laws and regulations, or it would serve as the basis of any unlawful claim against the **Organiser**. The **Organiser** may refuse the publication of creative material that would offend the visitors or exhibitors of the **Event**, or advertisements that are not in line with the policy and philosophy of the **Event**. The refusal of the publication must be justified by the **Organiser**.

7.4 The **Organizer** shall edit the **text** from the data submitted electronically via the client-portal of the **Event**, which is published in the publication of the **Event**.

7.5 At the **Event**, photos and video recordings will be taken. The **Contracting Party** acknowledges that photos and video recordings may be taken of its stand, exhibition items, and employees; furthermore, by accepting the general terms and conditions, the **Contracting Party** agrees to have these photos and video recordings published and that the **Organizer** may use them on the website, social media platforms, information guides, and promotional materials of the **Event**, as well as any other platforms representing the **Event**.

8. Conditions of payment

8.1 The leasing fee and the price of every service shall be wire transferred to the account of the **Organiser** held at Erste Bank Hungary Zrt. (account number: 11600006-00000000-76695759) in line with the **conditions of payment** specified on the invoice. In case of late payment, the **Organiser** may charge the double interest rate of the current national bank interest rate for the interest of late payment.

8.2 **HVG Kiadó Zrt.** shall issue the invoice on the fee of the participation upon the completion of the service, that is, after the **Event** has taken place, and send it to the **Contracting Party**, if the **Contracting Party** had previously been client of the **Organiser** and had settled the invoice in time. In other cases, the **Contracting Party** shall settle the fee indicated in the imprest account or the pro forma invoice till the set deadline, but on the third working day preceding the opening day of the **Event** at the latest. Should the **Contracting Party** have a stale debt towards **HVG Kiadó Zrt.** at the time of signing the contract, it shall pay the stale debt and the interest for late payment. Furthermore, it shall transfer the fee of the newly-ordered services indicated in the imprest account or pro forma invoice till the set deadline, but on the third working day preceding the opening day of the **Event** at the latest to the bank account of **HVG Kiadó Zrt.**

8.3 In case of late payment, the **Organizer** may suspend the fulfilment of its service obligations indicated in the contract and withdraw the established privileges till the **Contracting Party** pays.

8.4 According to currently binding laws and regulations, every service of the **Event** is deemed as complex service, and is subject to 27% VAT.

9. Modification of the agreement, withdrawal from the agreement

9.1 Should any of the parties materially breach the agreement, the party being affected in a disadvantageous manner may, with immediate effect terminate the agreement via a registered or tracked postal letter addressed to the other party. Material breach of the contract means that any of the parties fail to fulfil their responsibilities with intention or with careless behaviour.

9.2. The **Parties** may withdraw from the agreement if a winding-up procedure or a procedure of enforcement is initiated against the other party. The **Parties** shall inform each other if the mentioned proceedings have been initiated via a registered or tracked postal letter addressed to the other party.

9.3 If the agreement is terminated in a manner described in 9.1. and 9.2., the involuntary party may invoice its consequential losses and damages – till the extent of the fees of the services specified in the agreement - to the other party.

9.4 The **Contracting Party** shall acknowledge that it may not **withdraw from the agreement unilaterally** or modify the content of the agreement unilaterally. If the **Contracting Party** withdraws from the ordered services, including the occupation and use of the floor space of the stand, and these services cannot be sold to any third parties, the **Contracting Party** shall compensate for the full amount of the service indicated in the agreement. Should the **Organiser** find any third party willing to buy the cancelled services, the **Contracting Party** shall compensate for 50% of the service fee indicated in the agreement. The **Contracting Party** acknowledges that it is obliged to compensate for the whole fee of the service indicated in the agreement if it withdraws from the agreement after the application deadline. The **Contracting Party** shall inform the **Organiser** on its intentions concerning the withdrawal or the modification of the agreement, and the cancellation of the ordered services in writing via a registered or tracked postal letter addressed to the other party.

10. Complaints and disputes

10.1 The **Contracting Party** shall report its claims in connection with the organisation, implementation and management of the **Event** by the closure of the exhibition for reasons of legal proof to the **Organiser** in writing, while claims in connection with invoicing shall be reported until the due date of the invoice. Claims lodged after the set deadlines will not be taken into consideration.

10.2 The **Organiser** and the **Contracting Party** shall settle any disputes via reconciliation. The **Parties** shall turn to the courts only if the reconciliation has not been satisfactory.

10.3 The **Parties** undertake to handle all information, data, ideas, plans, and concepts that come to light throughout the performance of the agreement in connection with the other party and/or its partners, and the **Event**, that have not yet been published in a confidential manner, and they do not transfer them or make them accessible to a third party in any form throughout the validity of the agreement and afterwards, unless the other party expressed its written consent to the publication.