

Event:
Event Mgr.:
Date:



EVENT AGREEMENT

This Agreement is entered into by and between

..... further called "**the Client**"
with its business address at:
being registered under Business No.:
with VAT number of:
and

MDM Productions Kft. further called "**360 DMC**" with its business address at Ady Endre utca 19., H-1024 Budapest, Hungary, being registered under No. 01-09-951620 by the Metropolitan Court as Companies Registry, with VAT number of 23072178-2-41 in its own name.

1. SCOPE OF THE AGREEMENT

- 1.1 The Client herewith appoints 360 DMC to act as its independent agent in organizing the Event/Program specified within the written **Program Confirmation** document and relevant program correspondence for the dates set out therein and contracted for under the present Agreement.
- 1.2 360 DMC agrees to provide to the Client the organizational and administrative services (relating to the provision of third party services on behalf of the Client) jointly agreed upon for which the Client is obliged to provide payment to 360 DMC in accordance with the payment schedule as set out under point 2 of this Agreement.
- 1.3 It is understood and agreed that 360 DMC is an independent contracting agent for the client.

2. PAYMENT SCHEDULE AND TERMS

- 2.1 The parties agree that the total remuneration to be paid by the Client to 360 DMC has been provisionally calculated and presented in the **Cost Calculation** document on the basis of the services (called the "Contract Amount") specified in writing for the Event/Program as per the date of confirmation. Both parties agree that the Contract Amount shall be subject to adjustment from time to time in accordance with the actual extent of services ordered by the Client and agreed to by both parties, in writing.
- 2.2 Upon confirmation Client is obliged to make the payments as per the following payment schedule. The percentage proportions presented in the below table are relevant parts of the Contract Amount presented in the Cost Calculation document.

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Payment Schedule Summary	
Payment obligation by the Client by given number of DAYS prior to the Event/Program	Payable fee expressed UP TO percentage (%) of the full Contract Amount.
Initial payment at execution of Event Agreement	10%
120 (First Deposit)	30%
90 (Second Deposit)	50%
30 (Third Deposit)	90%
Post Event	Residual amount

- 2.3 360 DMC reserves the right to rescind from this Agreement in case any payment is not made by the Client within the time periods stipulated above, after having provided written notice and a ten (10) business day cure period. The assertion of any exceeding damages suffered by 360 DMC and caused by such rescission shall in any case remain unaffected thereby.
- 2.4 Client acknowledges that in case that Client - after receipt of 360 DMC written proposal (including Cost Calculation) - directly enters into any agreement for the provision of services with any of the service providers listed in the 360 DMC written proposal for this Event/Program, Client shall be obliged to pay to 360 DMC a brokerage fee in the amount of 20% of the Contract Amount of the respective service.
- 2.5 Unless explicitly specified otherwise all prices include VAT (value added tax) as presently applicable. The VAT shall be invoiced to Client pursuant to the applicable law. Should any statutory VAT increase arise thereafter such variation will be passed on to the Client.
- 2.6 If any sum due to 360 DMC remains unpaid after the respective due date and after 360 DMC having provided notice in writing and a ten (10) business days cure period, 360 DMC is entitled to charge interest at a rate of 8% per annum. The assertion of any exceeding damages caused by the delay shall in any case remain unaffected thereby.
- 2.7 Any Client payment shall be made to 360 DMC as per the account and account holder details set out below by making reference to the Event/Program reference number provided.
- 2.8 360 DMC Account Holder:
MDM Productions Kft. (Ltd.)
 Address: Ady Endre utca 19.
 ZIP/Postal code: H-1024
 City / Country: Budapest / Hungary.
 Bank: CIB Bank Zrt.; H-1027 Budapest, Medve utca 4-14., Hungary
Bank routing code EUR (IBAN): HU73 10700244-67976937-50000005
 BIC (Swift): CIBHHUHB
- 2.9 Bank/Other Charges
 Client is obliged to provide any payment to 360 DMC free of any bank or other charges.
- 2.10 Client address and key administrative contact:**
 Company Name:
 Contact Name:
 Email:
 Tel. No.:

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2.11 Event billing address

Company Name:
 Address Street:
 ZIP/Postal Code:
 City / Country:
 Billing Contact:
 Email:
 Tel. No.:
 VAT / EU VAT:
 REG No.:

3. CANCELLATION

In case the Event/Program is cancelled for reasons not to be attributable to 360 DMC (e.g. a rescission of 360 DMC pursuant to point 2.7. above) or not being an event of Force Majeure (as defined in point 7. below), 360 DMC shall upon notification of the cancellation receive the following cancellation fee:

The cancellation fee shall reconcile any received previous payments.

Cancellation Penalty Summary	
Cancellation prior to the 1st day of Event Up to ... DAYS	Payable fee expressed UP TO percentage (%) of the full Contract Amount.
120 - 90	30%
89 - 60	40%
59 - 30	50%
30 - 15	75%
14 - 5	90%
4 - 0	100%

4. DATA SECURITY

Unless otherwise authorized by Client in writing, 360 DMC agrees that, without express written consent of the Client or its Participants, it will not use any of such information for solicitation, advertising, unsolicited e-mail or spamming, harassment, invasion of privacy or conduct which may be otherwise deemed to be objectionable to either the Client or Participants. In respect of all personal data provided to and/or held by 360 DMC concerning individuals participating in the Event/Program 360 DMC shall ensure that: (a) the data is processed and utilized properly and legally; (b) the data requested is sufficient for and relevant but not surplus to the purpose for which it is being processed and utilized; (c) the data is not kept longer than necessary for the provision of the Event/Program services; and (d) the data is kept securely to prevent accidental loss, destruction, corruption or unauthorized access.

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5. RENDERING OF SERVICES AND CLIENT'S OBLIGATIONS

- 5.1 360 DMC undertakes that 360 DMC itself, and all suppliers utilized by it, are duly qualified and licensed to provide the venue(s) and services contracted for, and that such venue(s) and services will be provided in accordance with all applicable governmental and local laws, rules and regulations, and in accordance with the highest standards of the industry (including without limitation those relating to fire, safety and hygiene).
- 5.2 360 DMC further undertakes that all of its employees and its suppliers' employees, who are performing services under this Agreement for the Event/Program, shall be fully licensed, trained and experienced, and shall at all times comply with all applicable governmental laws and regulations of 360 DMC's respective service destination, Hungary.
- 5.3. Client agrees to provide 360 DMC all information in a timely manner, further to provide materials and assistance that may reasonably be required in order to provide the services
- 5.4 In regards of the number of attendees the Client is obliged to provide 360 DMC the final number of persons attending the Event/Program the latest up until the first working day of the week prior to the day/first day of the Event/Program the, but possibly 20-15 working days prior to the day/first day of the Event/Program. Unable to do so the last agreed number of attendees will be taken into consideration and included in the relevant documentations such as Cost Calculation and Program Confirmation.

6. LIABILITY, WARRANTY

- 6.1 In case any of the services rendered are not in accordance with this Agreement, 360 DMC undertakes to remedy upon Client's immediate approval (not to be unreasonably delayed, in the absence of which the warranty claim shall be deemed forfeited) such fault by such measures deemed appropriate by 360 DMC. Client is obliged to undertake best endeavors to mitigate its losses. The existence of a valid warranty claim does not entitle Client to revoke the commitments and obligations set in the present Agreement.
- 6.2 The Client agrees that 360 DMC shall not be liable to the Client for any indirect consequential or other damages suffered or incurred by any person or entity in connection with this Agreement including, but not limited to, loss of revenues, profits or savings, or for any demands, claims, actions or proceedings against any person or entity.
- 6.3 Without limiting the effect of section 6.2 the aggregate maximum liability of 360 DMC to the Client in any case whatsoever, including without limitation in the case of negligence of 360 DMC, shall be an amount equal to the fees actually paid by the Client to 360 DMC.
- 6.4 All claims against 360 DMC shall be time-barred until 6 months from the arrival date of the Event/Program.
- 6.5 The Client further agrees that if a 360 DMC supplier causes damage or loss to the Client or any of the Event/Program participants, that particular supplier is solely liable for such damage or loss.
Exception from the above if such damage or loss is due to 360 DMC not having exercised due diligence in the selection of and/or coordination with/direction provided to the supplier in accordance with the highest professional standards of the industry.

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Exception from the above if such damage or loss is due to the negligent or willful acts or omissions of the Client.

6.5. 360 DMC herewith agrees that 360 DMC itself and its suppliers, third party agents, representatives or subcontractors do carry respective general liability and/or additional insurances necessary to conduct business within their respective field and as applicable per local laws and regulations.

7. FORCE MAJEURE

- 7.1 Performance of the Agreement is subject to acts of God, war, government regulation (including governmental advice, quarantines and curfews), disaster, fire, strikes or other labor disputes, curtailment or disruption of transportation facilities, civil disorder, terrorism and responses thereto or any other extraordinary occurrence in either the Event/Program, the 360 DMC serviced destination or the participants' home or Client's headquarters' location that are beyond the control of any party noted above making it impossible, illegal or inadvisable for participants to attend, or creating a significant risk to participants' health or safety.
- 7.2 This Agreement may be terminated without penalty for any one of such reasons by written notice from one party to the other, in which event the Client will receive all recoverable deposits made prior to the date of termination except the initial deposit and further file administration costs up to the date the decision for termination of the Event/Program has been agreed and confirmed by both parties in writing.
- 7.3 360 DMC shall not be liable for delays caused by acts of God, war, government regulation (including governmental advice, quarantines and curfews), disaster, fire, strikes or other labor disputes, curtailment or disruption of transportation facilities, civil disorder, terrorism and responses thereto or any other extraordinary occurrence making it impossible, illegal or inadvisable for participants to attend.

8. JURISDICTION - APPLICABLE LAW

- 8.1 This Agreement shall be governed by Hungarian law.
- 8.2 Any and all disputes arising out of this contract or relating to its breach, termination or invalidity shall be subject to the exclusive jurisdiction of the court competent in commercial matters for the II. and III. District of Budapest (Hungary).

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9. GENERAL PROVISIONS

- 9.1 Indispensable annexes of the present Agreement are: Cost Calculation and Program Confirmation.
- 9.2 The parties represent that this Agreement is executed by duly authorized representatives as of the date set out herein below.

CLIENT SIGNATURE

Date:

.....
Printed first/last name

.....
Client authorized signature

360 DMC SIGNATURE

Date:

.....
Printed first/last name

.....
MDM Productions Kft. (Ltd.)