GENERAL TERMS AND CONDITIONS ON THE HUNGARIAN WINE SUMMIT EVENT OF MAGYAR BORMARKETING ÜGYNÖKSÉG ZRT.

The present General Terms and Conditions (hereinafter uniformly referred to as: GTC) contains the conditions of application and participation of the visitors (including the Invited Persons as defined below, as well as the Participating Wineries) of the Hungarian Wine Summit event (hereinafter: HWS) organised by Magyar Bormarketing Ügynökség Zrt. (hereinafter: MBÜ or Company). By application to the HWS, the Participant as defined below accepts and acknowledges the terms and conditions set out in the present GTC. The contractual relationship between the Parties shall be established, in case of a Participating Winery as defined below, in accordance with the provisions of Clause II.5 of the present GTC; whilst in case of an Invited Person, in accordance with the provisions of Clause III.5 of the present GTC.

The purpose of the Company is the operational execution of tasks related to the state responsibilities of community wine marketing, as well as the unified communication of Hungarian wine. Within this framework, the objectives of the Company include increasing interest in Hungarian wine, resulting in more Hungarian wine being sold in domestic and foreign markets in line with the criteria outlined in the National Wine Marketing Strategy. The HWS is organised by the Company by taking all the above objectives into consideration to provide an opportunity for Hungarian wine producers, both at home and abroad, to showcase their wineries and increase their market opportunities.

I. DEFINITIONS

- 1. Participating Winery: The HWS is open to agricultural and food business organisations registered in Hungary with NAV (Hungarian National Tax and Customs Administration) cellar register, mainly wineries and wine producers, and Hungarian wineries abroad duly registered abroad, whose main activity is wine production.
- 2. *Invited Person:* Foreign persons invited to the HWS by the Company, who will receive a personal invitation to attend the HWS.
- 3. Participant: Participating Wineries and Invited Persons, collectively.

II. APPLICATION FOR WINERIES

- 1. The application for the HWS may take place upon registration via the dedicated website (www.hungarianwinesummit.com) on the online application form filled and submitted by electronic means via the website based on the application criteria specified in the call for participation.
- 2. Should a potential Participating Winery have any questions regarding registration or application, then it may request information via the info@wineglass-communication.hu e-mail address.
- 3. The Company assumes no liability whatsoever for any incorrect, false or inaccurate information provided during the application process or for any damage resulting therefrom. The Company shall be responsible for the performance and invoicing of the Participating Winery according to the data provided by the Participating Winery.
- 4. A duly completed application and a successful application to the HWS will be confirmed by the Company by email no later than 15 days before the opening of the HWS. Applications for the

HWS will be considered on a first-come, first-served basis, based on the criteria set out in the criteria for participation. In case of an incorrect or incomplete e-mail address, the Company shall not be obliged to contact the Participating Wineries via other contact details. The Participating winery shall be liable for any damage caused by the incorrect or incomplete provision of the delivery email address or the failure of the email hosting for any reason (e.g. a mailbox that is full or has been deleted in the meantime).

- 5. A correct application is valid and creates a contract between the parties only if accompanied by a confirmation issued by the Company, the application form completed in full and issued by the Company. A correct application is valid and creates a contract between the parties only if accompanied by a confirmation issued by the Company, the application form completed in full and issued by the Company. The Company may exclude a Participating Winery from participation at the HWS if, following confirmation, it is proven to its reasonable satisfaction that a Participating Winery has provided false, misleading or deceptive information or made statements that materially affect the content of the decision.
- 6. The Company can only accept applications after the application deadline if there is still space available on the HWS and the participation fee is transferred the day after the invoice is issued.
- 7. The specific layout for the HWS will be determined unilaterally by the Company and will be published by the Company in the HWS brochures no later than the week before the opening day of the HWS. A pre-allocated stand shall not be transferred to another Participant.
- 8. Registration/catalogue entry of a Participating Winery at the HWS will only be made upon receipt the full amount of the participation fee by the partner designated by the Company.
- 9. The Company cannot accept any responsibility, in particular any warranty, for registration in the official HWS catalogue for applications received after the stated catalogue entry deadline

III. APPLICATION FOR PERSONS INVITED BY THE COMPANY

- 1. Invited Persons are given the opportunity to participate in the HWS by receiving a personal invitation from the Company. Upon receipt of the personal invitation, the Invited Person will send a confirmation of its intention to participate to marketing@winesofhungary.hu and will complete the registration via the dedicated website indicated in the invitation (www.hungarianwinesummit.com).
- 2. The Invited Person can ask questions about registration and request information by sending an e-mail to info@wineglass-communication.hu
- 3. The Company assumes no liability whatsoever for any incorrect, false or inaccurate information provided during the application process or for any damage resulting therefrom. The Company will treat the participation of the Invited Person according to the data provided by the Invited Person.
- 4. A duly completed application and a successful entry to the HWS will be confirmed by the Company by e-mail no later than 15 days before the opening of the HWS.
- 5. The proper registration is only valid and creates the contract between the parties together with the confirmation issued by the Company, completed in full on the application form and issued by the Company. We are unable to accept a confirmation of intent to participate where, upon the receipt, the applicant has an outstanding debt to the Company or has provided false, misleading or deceptive information during the confirmation of intent to participate or registration process. The Company may exclude the Invited Person from attending the HWS if, after confirmation, it is proven to its reasonable satisfaction that the Invited Person has provided false, misleading or deceptive information or made statements that materially affect

the content of the decision.

- 6. Registrations received after the deadline will not be accepted by the Company.
- 7. We can accept registrations from Invited Persons for HWS programmes (masterclasses, study tours, B2B matchmakings) until the provided deadline.

IV. PARTICIPATION FEE AND PARTICIPATION FORMS

For Participating Wineries:

1. The participation and other fees and the form of participation for the HWS will be indicated in the call for applications and in the application form.

For Invited Persons:

1. The Company will provide the participation in the HWS to the Invited Persons as set out in the Invitation, the participation fee and the services funded for the Invited Person.

V. PAYMENT TERMS

- 1. Prior to the HWS, the partner designated by the Company shall issue an invoice for the participation fee in accordance with Section 55 (2) of Act CXXVII of 2007 on Value Added Tax, which shall be paid by bank transfer by the deadline specified therein. The payment due date is uniformly 8 days, unless otherwise agreed by Parties.
- 2. Participant hereby acknowledges that in the event of payment default regarding the participation fee, in addition to the payment of the default interest as per Section 6:155 (1) of the Hungarian Civil Code, it shall be also liable to pay a flat-rate of €40 per invoice from the date of default pursuant to Section 3 of Act IX of 2016 on Collection flat-rates.
- 3. The Participant acknowledges that participation in the HWS and occupation of the HWS site is conditional upon receipt of a confirmation from the Company and full payment of the participation fee. Should the full amount of the participation fee be not paid by the due date, even after the 5th day following the Participant's written request, the Company may unilaterally withdraw from the contract without any obligations or, if this is not possible, to terminate the contract.

VI. CANCELLATION BY THE PARTICIPANT

- 1. The Participating Winery may cancel its confirmed participation without penalty until 30 days before the opening of the HWS. The cancellation is valid from the date on which the cancellation is received by the Company, in a verifiable manner, at the marketing@winesofhungary.hu e-mail address. The Participating Winery hereby acknowledges that in the event of its cancellation following its confirmed application, on the 30th day prior to the opening day of the HMS or thereafter (which shall be also deemed as a withdrawal from the Agreement as per the application interface), the Company may charge the full amount of the gross participation fee as a cancellation penalty and the Company may resell it to another exhibiting partner.
- 2. Should the Participating Winery fail to attend the HWS either in person or through a delegated representative, or fail to cancel its participation in advance or to excuse its behaviour, it may be excluded from participation in the HWS or other events organised by the Company for a

period of 2 years, in addition to being liable for all damages and costs incurred.

VII. PARTICIPANT'S OBLIGATIONS

- 1. The Participant undertakes to cooperate with the Company and the organizer of HWS, to comply with the invitations and calls necessary for the organization, to meet the deadlines set.
- 2. The Participant undertakes to behave in a civilised manner in accordance with the social customs and ethical rules of the time, and to accept the rules of HWS as binding on them.
- 3. The Participant hereby acknowledges and fully accepts that the number of places on the HWS is limited.
- 4. The Participant hereby acknowledges and fully agrees that it may not share its exhibitor space with any other person not officially applied to the HWS, and only confirmed Participant's publications, products and representatives may be displayed in the exhibitor area.
- 5. The Participant hereby undertakes that its delegated representative will remain on its own exhibitor's area for the entire duration of the HWS.
- 6. The Participant undertakes to complete the questionnaire provided by the Company after the closure of the HWS to measure the effectiveness of the program and to return it to the Company by the deadline indicated therein.
- 7. The Participant undertakes to follow all relevant rules of the HWS, including in particular the COVID rules of the HWS organiser, and the house rules, and shall be fully liable for any claim arising from any breach thereof.
- 8. The Participant undertakes to be present every day of the HWS, from before the opening until the interval after the closing. The Participating Winery shall also maintain and operate its bar/table in a suitable condition for the duration of the HWS.
- 9. The Participant hereby acknowledges that smoking is strictly prohibited in the area of the HWS.
- 10. The Participant hereby warrants to promote only domestic wines at the stand of the HWS.
- 11. The Participating Winery undertakes to deliver their own publications, product samples and promotional materials to the location specified in the call for participation at the latest by the date specified by the Company, independently and at their own expense. The Participant shall arrange for the removal of their exhibited products and any remaining publications and promotional material at their own expense after the close of the HWS.
- 12. The Participant warrants that the publication or other promotional material published by it at the HWS does not contain any unlawful elements, does not infringe any third party's intellectual property or personal rights and fully complies with the applicable legal provisions. The Participant shall be fully liable in the event of any administrative, civil or criminal claim of any kind arising from a breach of this obligation.
- 13. Obtaining all necessary permits for tasting and sales is the responsibility, liability and cost of the Participating Winery / Government Decree 21/2009 (IX.29) and AM Decree 21/2012 (V.17).
- 14. The Participant acknowledges that it may only bring its own refrigerated counter of a size and style that fits the installation if it has agreed in writing with the Company's representative 20 working days before the beginning of the event.
- 15. The Participant shall be solely responsible for the equipment brought and used by it, for its adequacy and safe use. The Participant shall be solely liable for any damages for the equipment provided.
- 16. The Participant shall not rearrange the stands, block, obstruct or narrow the established traffic

- corridors for safety and fire protection reasons.
- 17. The Participant is fully liable for any damage caused by itself or by a third party within its control.

VIII. MISCELLANEOUS

- 1. The Company shall not be liable for any force majeure related to the feasibility of the HWS.
- 2. Force majeure means a situation arising from an unforeseeable cause beyond the control of the parties and beyond their reasonable control, directly related to the activities of the parties and the breach of contract that has occurred, including in particular the following events:
 - a. war, acts of war, invasion, hostile acts of foreigners, mobilisation, blockade;
 - b. insurrection, terrorism, revolution, rebellion, use of military or repressive force, or civil war:
 - riot, civil commotion, disorder, general civil disobedience, (national) strike, not including strikes limited to the employees of the party claiming force majeure or its subcontractors;
 - d. nuclear disaster, radioactive or chemical contamination, natural disasters (fire, earthquake, storm, flood, etc.);
 - e. epidemics, in particular the epidemic caused by COVID-19;
 - f. state bankruptcy.
- 3. The Participant acknowledges that in case of force majeure, the Company, as the main organiser of the HWS, may:
 - a. cancel all or part of the HWS;
 - b. change the duration of the HWS or its start or end date;
 - c. change the venue of the HWS.
- 4. Parties must notify each other of the force majeure event by email. If HWS is cancelled in whole or in part due to a force majeure event, this shall not constitute a breach of contract and the Company shall not be liable in any way, in particular for damages or compensation.
- 5. If the HWS is rescheduled, the Company shall notify the Participant by email. The Participant must declare within 5 (five) working days of the notification of the new date whether it is willing to participate in the HWS on the new date. If you do not make a declaration within this time limit, you will be deemed to have maintained your intention to participate, the contract shall not be terminated and you will be entitled and obliged to participate in the HWS to be held at the new date.
- 6. If the HWS is not held at the new date in any way, or is held at a new date or venue that is not convenient for the Participant and the Participant declares this within the deadline set out in Clause VI.5 of the GTC, the contract between the parties shall be terminated and the parties shall settle the contract, whereby the Company shall refund the Participant the participation fee paid, without interest, and the Company shall not be liable for any further payment.
- 7. The Company assumes no liability for the cancellation of HWS, rescheduling of venues, change of date or duration.
- 8. Should the participation at the HWS fail for reasons beyond the control of Parties, both Parties shall endeavour to mitigate the damage caused or to reduce the costs. The Company will not reimburse the Participant for any irrecoverable damages or costs.

- 9. Should the Participant's attendance at the HWS be cancelled due to the conduct of the Company, the Company shall not claim the amount of the participation fee or shall refund the participation fee received without interest and penalty.
- 10. The Company shall be liable only for intentional breach of contract for which it is responsible and which endangers human life, bodily injury or health, and expressly excludes liability for other damages.
- 11. The Company will reimburse the Participant for any damage caused by or attributable to a third party, provided that the compensation amount has been received by the Company in full from the person who caused the damage. The Company assumes no liability and shall not be responsible for such damages.
- 12. Should the Participant fail to comply with the provisions of the present GTC, the Company may exclude the Participant from any event organised by the Company for a period of up to 2 years from the date of the breach of the provisions of the present GTC.
- 13. The Company reserves the right to disqualify the Participant from participating at the HWS if any authority or court has issued a decision against the Participant before the start of the HWS. In this unforeseen event, the Company may charge the full amount of the gross participation fee already paid as a contractual penalty.
- 14. Parties set out to resolve any disputes arising out of this Agreement primarily by amicable, extrajudicial settlement based on their mutual agreement. Should such amicable negotiations prove to be ineffective, Parties appoint the exclusive jurisdiction and competence of the Buda Central District Court.
- 15. The Company is subject to the Info Act and Act CXXII of 2009 on the more economical operation of public companies, and shall fulfil its obligation to publish data of public interest in accordance with the provisions of the Act, which the Participant acknowledges and expressly accepts by its application.
- 16. The Company reserves the right to change the conditions of participation.
- 17. The present GTC shall be valid for an indefinite period.
- 18. The provisions of the present GTC shall apply in all cases. The Company reserves the right to amend the present GTC in whole or in part at any time. Amendments to the present GTC shall enter into force on the day following its publication on the website. The Company does not send a specific notification of any changes to the GTC.
- 19. The Company pays great attention to the protection of personal data, therefore it takes all necessary security, technical and organisational measures to ensure the security of the data and acts in compliance with the legislation in force. For more information, please read our Privacy Policy regarding to the HWS.
- 20. The Company reserves the right to set different participation conditions from the above on the basis of an individual agreement.
- 21. On the potentially available discounts, the Company shall provide information via the marketing@winesofhungary.hu email address.
- 22. The Participant acknowledges that verbal application, agreement, modification or verbal confirmation shall not be legally binding.
- 23. With respect to matters not regulated in this GTC, the provisions of the Hungarian legislation, in particular Act V of 2013 on the Hungarian Civil Code shall apply.