

LICENSE AGREEMENT

hereinafter as: "**Agreement**")

entered into by and between on the one hand by

name:

address:

mother's maiden name:

place and date of birth:

personal identification number:

e-mail:

Tel.:

as performer, (hereinafter as: "**Performer**"),

acting for and on behalf of Performer, Performer's legal representative:

name:

address:

mother's maiden name:

place and date of birth:

personal identification number:

e-mail:

Tel.:

as legal representative (hereinafter as: "**Legal Representative**")

and

Foundation for the Ballet Students of the Hungarian State Opera

Registration number: 01-01-0012843

Registered seat: H-1118 Budapest, Dayka Gábor utca 3. 203.

Tax number: 19212553-1-41

Represented by: Anna Mária Steiner-Isky

as Licensee (hereinafter as: „**Licensee**”)

on the place and at the date below, subject to the following terms and conditions.

Performer (on behalf of Performer: Legal Representative) and Licensee may hereinafter be termed separately as "Party" and collectively as "Parties".

1. Introductory Provisions

- 1.1. Performer shall participate in the ballet competition to be held in Veszprém between 25 June 2023 and 30 June 2023 (hereinafter as "**Ballet Competition**"), in exchange for a registration and an entry fee, as a dancer in order to perform a dance production. Performer and his/her Legal Representative confirm that they have acknowledged and accepted the Rules and Conditions of the Hungarian Ballet Grand Prix Veszprém as well as the Participations' conditions and rules.
- 1.2. Performer acknowledges that image, sound and video recordings (hereinafter as "**Recording**") will be made of the rehearsals and of the Ballet Competition and of each competition piece performed by the competitors (hereinafter as "**Competition Piece**").
- 1.3. Parties agree that the term "Competition Piece" shall mean an author's work as well as the neighbouring (subsidiary) rights of a performance.

2. Copyrights and exploitation rights

- 2.1. By signing this Agreement, Performer grants to Licensee a nonexclusive license for the Performer's performance at the Ballet Competition or any other performances (hereinafter as "**Performance**") as regulated by Act LXXVI of 1999 on Copyright (hereinafter as "**Copyright Act**"), as specified in Clause 2 below.
- 2.2. Licensee shall be granted an authorisation to use all of the intellectual creation created with Performer's contribution (in particular, but not limited to, behind-the-scenes films, photographs, video and sound recordings, choreographies etc. made of and at the rehearsals, the Ballet Competition and the Competition Piece in respect of the Performer's performance) (hereinafter as "Works") without any limitation in time, space and extent, on the following platforms:
- television
 - radio
 - printed press
 - social platforms
 - outdoor screens
 - own websites of the organiser and of those contributing in the realisation and conduct of the Ballet Competition.
 - in advertisements on any advertising medium, in commercials, newsletters, on outdoor advertising signs, advertising items, vehicles, in brochures, online (Internet) media, on banners and sponsorship notices.
- 2.3. Licensee, in full compliance with Performer's personality rights, has the right to
- (i) publish Works and Recordings in printed and electronic form or use them for advertising purposes,
 - (ii) modify or adapt Works and Recordings,
 - (iii) grant further exploitation rights or transfer the license in respect of the Work to third persons;
 - (iv) record and copy the Work and the Performer's performance on any type of media (image, sound recording, computer, electronic data carrier etc.) without any limitation;
 - (v) reproduce and distribute the Works and Recordings;
 - (vi) communicate the Works and Recordings to the public, including terrestrial (satellite-based) encoded broadcasting, retransmission of the Work, recording allowing repeated broadcasting and repeated broadcasting, communicating the Recordings to the public via a computer network, and communicating the Recordings to the public via "on-demand" means, and has the right of exploitation via the Internet based on individual retrieval.
 - (vii) perform the Works and Recordings in public.
- 2.4. Licensee shall have the right to use and publish the image, voice and/or name of the Performer in connection with the Ballet Competition without further compensation or permission and to use or publish the footage or any part thereof in print or other advertising.
- 2.5. Performer shall grant the above consents to Licensee free of charge, without any compensation.
- 2.6. By signing this Agreement, the Performer declares that should newer, more efficient, higher quality etc. means of exploitation emerge in addition to the ones provided for in this Agreement, their consent shall cover these means, as well.

- 2.7. The Parties mutually declare that no copyright collecting society has the right to enforce royalty claims against Licensee for the repeated use of any kind of the Recordings created under this Agreement, or any part thereof. Should Performer become entitled to such payments, Licensee shall be entitled to the royalty received by the Performer, and Performer shall waive its right for the benefit of Licensee as of the due date of the royalty payment.
- 2.8. Performer shall warrant that no third party has any right in the musical works used for the Competition Pieces that would restrict or prevent this use.
- 2.9. Furthermore, Performer shall warrant that no third party has any right in the choreography of the Competition Piece that would restrict or prevent Licensee from using it.

3. Confidentiality Obligation

- 3.1. Performer acknowledges that, during and following the term of this Agreement, they are not permitted to make any statement in domestic or foreign printed, electronic or any other type of media (radio, TV, Internet etc.) without the prior written separate consent of Licensee. Performer shall not disclose any information on the existence and the content of this Agreement, Licensee and the Ballet Competition to any third party (in particular, to the media) without the prior written consent of Licensee.
- 3.2. Furthermore, Performer acknowledges and accepts that during the term of this Agreement they shall not be permitted to make any public appearance in connection with the Ballet Competition without Licensee's prior written consent.
- 3.3. Performer acknowledges and warrants that, during the term of this Agreement, Licensee, when granting its consent for the public statements and appearances, or in the case of public statements and appearances to which Performer is obligated by Licensee, may set conditions concerning the manner and content of public statements and appearances, even in advance, which Performer shall comply with.
- 3.4. Performer acknowledges that any breach of the obligations herein shall mean a material breach of contract and Performer shall reimburse Licensee for any damage incurred by Licensee that was caused by Performer's breach of contract.
- 3.5. Performer acknowledges that, during the Ballet Competition, Licensee may request them to participate, without a fee, in advertising and other marketing activity promoting the event, and warrants that they will wear the advertising media or other accessories of the sponsor companies during the events in connection with the competition.

4. Miscellaneous and closing provisions

- 4.1. This Agreement shall become effective on the date signed by both Parties and remain in effect for a period of one year, however, Licensee's rights in respect of the licences shall survive.
- 4.2. The Parties shall send their notifications to each other in writing, by way of regular mail or e-mail.
- 4.3. Any waiver of any right the Parties are entitled to under this Agreement, either express or implied, shall not have a binding force on that Party unless it has made an express written statement for the same. An express waiver of any right shall not be understood as a waiver of any other right, provision or legal remedy for the purposes of this Agreement.
- 4.4. Should any of the provisions of this Agreement be or become unlawful, invalid or unenforceable, it shall not affect the lawfulness, validity or enforceability of the other provisions of this Agreement.

- 4.5. This Agreement constitutes the entire agreement of the Parties. The provisions of this Agreement can only be amended, modified or invalidated with the express, written agreement of the Parties.
- 4.6. Issues not regulated herein shall be governed by the laws of Hungary. In the event of a dispute, the Parties subject themselves to the exclusive jurisdiction of the competent court.
- 4.7. The Parties state that Licensee shall have the right to freely assign or transfer this Agreement, or any of its rights and obligations under this Agreement, to a third party.

The Parties sign this Agreement as one being in accordance with their contracting intentions.

Dated:, (day) (month) 2023

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as Performer

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**Foundation for the Ballet Students of the
Hungarian State Opera,**
as Licensee
Represented by: Anna Mária Steiner-Isky

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On behalf of the Performer, as Legal
Representative