

SPONSORING AGREEMENT

concluded by and between

Transparency International Magyarország Alapítvány, as the sponsored party (hereinafter: “**TI Magyarország**”) (registered seat: 1055 Budapest, Falk Miksa utca 30. IV/2.; represented by: Péter József Martin, managing director with right of representation; tax number: 18192744-1-42; non-profit category: non-profit organisation; registration number: 10071

and

[*]

(registered seat: [*].; tax number: [*]; company registration number: (*); represented by: [*]) as the sponsoring party (hereinafter: **Sponsoring Party**)

on the date indicated below with the following terms and conditions (hereinafter the **Agreement**):

1. Introduction:

The Parties hereby preliminarily declare the following:

- A. TI Magyarország, the sponsored party, is a non-profit, non-governmental organisation registered under Hungarian law as having a non-profit and public benefit status. TI Magyarország operates in Hungary as the Hungarian Chapter of Transparency International, an international non-governmental anti-corruption organisation. The operation of TI Magyarország focuses on mapping corruption problems in Hungary, with special regard to suggesting solutions for the problems, informing and educating the public, and monitoring and promoting transparency particularly in the sphere of public spending.
TI Magyarország raises funds for its operation from tenders, individual donations, and other contributions.
- B. The Sponsoring Party established under Hungarian law .
- C. The Sponsoring Party considers transparent, ethical business conduct of outstanding importance, and makes every effort to eliminate all forms of corruption in its operations and in its organizational structures.
- D. The Sponsoring Party intends to provide financial support for the activity of TI Magyarország, which can only accept support from business operators fulfilling certain criteria.

- E. TI Magyarország provides possibility for the Sponsoring Party to join the Corporate Supporters Forum of TI Magyarország. The prospects and information in connection with the Corporate Supporters Forum are released in a separate hand-out. The hand-outs are available via the website of TI Magyarország.

With a view to the above, the Parties hereby agree on the following terms and conditions of support:

2. The Subject of the Agreement

On the basis of the present Agreement, the Sponsoring Party provides a non-refundable, annual, lump-sum financial donation (**Support**) to TI Magyarország for a term of two years.

3. Term

3.1 This Agreement shall be for a term of two years from the date of execution.

3.2 This Agreement shall be renewable for a period of one year thereafter.

4. Support:

4.1 The Sponsoring Party shall execute payment of the Support calculated according to Clause 4.1 through transfer of the amount to the bank account HU26 1070 0567 4889 2708 5110 0005 of the Sponsored Party held at CIB Bank Ltd. within 15 days from the signing of the present Agreement. The Support shall be considered as executed at the time when the account of the Sponsoring Party is debited with the specified amount for the benefit of TI Magyarország.

4.2 As provided for the relevant laws, TI Magyarország shall send a "Donation Certificate" until the 15th of December of the given year.

5. Undertakings of TI Magyarország in return for the Support:

5.1 The Sponsoring Party is entitled to participate in the Corporate Supporters Forum, and will have access to the following services) in return for the Support determined according to the present Agreement, provided it complies with the provisions of the present Agreement;

5.2 The Sponsoring Party is entitled to indicate on its website and in brochures about its CSR activities the following formula: "*Participant of the Corporate Supporters Forum of the Transparency International Magyarország Alapítvány*";

5.3 TI Magyarország provides enhanced presence for the Sponsoring Party by indicating the Sponsoring Party as its Supporter on its website and brochures;

5.4 TI Magyarország informs the Sponsoring Party of all programmes it organises and offers to the Sponsoring Party the possibility to participate.

6. Undertakings of the Sponsoring Party:

6.1 The Sponsoring Party undertakes to fill in the Check List of the Corporate Integrity System drawn up by TI Magyarország (**Self-check List**). The Sponsoring Party undertakes that in the event that TI Magyarország raises objections based on the Self-check List in connection with the operation of the Sponsoring Party, the Sponsoring Party apply best efforts to eliminate the problem as soon as practicable.

6.2 The Parties hereby expressly state that the Participation of the Sponsoring Party in the Corporate Supporters Forum is subject to the fulfilment and continuous maintenance of the following conditions during the whole term of the Agreement:

- 6.2.1 Compliance with the content of TI Magyarország's document entitled 'Business Principles Countering Bribery';
- 6.2.2 Commitment of the Sponsoring Party's management to the anti-corruption policy of the company and an exemplary handling of conflicts of interest;
- 6.2.3 Particular emphasis on competence and abilities when selecting employees of the Sponsoring Party;
- 6.2.4 Relevant training of employees;
- 6.2.5 Consistent intervention and sanctions in the case of a suspicion of corruption;
- 6.2.6 The maintenance of an internal control system in the organization of the Sponsoring Party with special regard to procedures coming under the suspicion of corruption;
- 6.2.7 Compliance with ethical rules of procedure and their enforcement among the employees.

6.3 The Sponsoring Party hereby expressly acknowledges that, in the event of a violation of any of the conditions contained herein, TI Magyarország is entitled to suspend the present Agreement and the Participation of the Sponsoring Party in the Corporate Supporters Forum with immediate effect, and to oblige TI Magyarország to remove the formula indicated in Clause 5.2. (**Suspension**). The decision on Suspension will be published on the website of TI Magyarország. After the Suspension, TI Magyarország shall, at its own discretion, determine whether or not to exclude the Sponsoring Party from participation in the Corporate Supporters Forum, or to continue the present Agreement.

6.3.1 In the event of suspected or actual criminal or unlawful activity by the Sponsoring Party, TI Magyarország has the right to immediately terminate this Agreement.

6.4 The Parties hereby state that in the event that the Sponsoring Party comes under suspicion of corruption (either in the media or in any other way), or other circumstances suggest that it is in violation of this Agreement and the conditions herein, it shall immediately inform TI Magyarország and report on the accuracy of such statements. In such a case, TI Magyarország is entitled to suspend the Agreement for an indefinite term.

6.5 The Parties hereby expressly state that the Sponsoring Party is neither entitled to use any formulas other than the one set out in Clause 5.2. in connection with TI Magyarország, nor to refer to the legal connection between the Parties based on the present Agreement in any other way, especially (i) using the TI Magyarország's name in any context, other than indicated in Clause 5.1.6, or (ii) using the logo of TI Magyarország.

6.6 The Sponsoring Party expressly undertakes not to claim any partial or full refund of the Support, as this was granted to TI Magyarország as a non-refundable donation-support.

6.7 TI Magyarország intends to use the Support to finance its operation, and it is entitled to decide on the exact purpose and modalities of use independent of the Sponsoring Party's input, suggestions, or advice., The Sponsoring Party does not have any right of deliberation and cannot request a subsequent account of the use of the Support.

7. Confidentiality

The Parties shall mutually keep confidential all information, facts, data or circumstances they become aware of concerning each other in connection with the execution of the present Agreement. The present confidentiality undertakings bind the Parties also following the termination of the Agreement for a period of five years starting from the date of termination of the Agreement.

8. Termination

8.1 The present Agreement is terminated in the following cases:

8.1.1 By mutual consent of the Parties. Even in this case the obligation of the Sponsoring Party set out in Clause 6.6 remains in full force and effect; or

8.1.2 By the date of expiration in accordance with Clause 3.1; or

8.1.3 By written notice by the Sponsoring Party to TI Magyarország in accordance with Clause 6.3.

9. Settlement of disputes

In the event of any conflict or disputes arising from the present Agreement or its execution, the Parties shall attempt to reach an amicable resolution. For the resolution of their disputes - depending on the value of the claim - the Parties stipulate the exclusive jurisdiction of the Central District Court of Buda or the Metropolitan Court of Budapest.

11. Miscellaneous

11.1 The present Agreement shall only be amended in writing with the signature of both Parties, non-amended parts shall continue to be effective.

11.2 Issues not regulated in the present Agreement shall be governed by the Hungarian Civil Code.

Having read and interpreted the present Agreement the Parties duly signed it as a private document fully in conformity with their intentions.

Done in Budapest, on [*] day of [*] 20__.

Transparency International Magyarország
Alapítvány

Represented by:

Name:

[*]

Sponsoring Party
Represented by”

Name: