

ORDER FORM FOR ONE-TIME USE PHOTOGRAPHS

1./ Service Provider shall make the previously selected photographic image(s) available to User via email.

2./ User agrees to use the photographs set forth in current contract exclusively for the following purpose(es): (Please mark the appropriate category and state the form in which it will be used; if in a publication, state the number of copies in which it will be printed).

- Press:
- Book (title, quantity etc.):
- Internet:
- Advertisement:
- Other: private use

3./ User declares to follow all the modified rules, if the holder of the right restricts the method of the utilization of the photograph(s). (for instance my the photographs may not be used on the internet etc.) Restrictions shall include all cases in the text of the photographs by the Service Provider.

Service Provider hereby declares that it is entitled to the rights to use the photograph(s) set forth in this contract and is authorized to transfer those rights.

4./ User agrees and acknowledges that it is not entitled to pass on or transfer user rights.

5./ User acknowledges that it is not procuring exclusive rights to use of the photographs supplied and listed in this contract. Service Provider reserves the right to transfer user rights of the images in this contract to third parties, even during the time this contract is valid.

6./ User acknowledges that it only may use the photograph(s) under the terms of this contract, in which it has been authorized to use the photograph(s) on one (1) occasion within the term of one (1) year. It may not archive the photograph(s) obtained under this contract and may not use them repeatedly, except for archiving the article and the photograph(s) only as part of that for User's internal archives (for instance home decoration, printing photo for private photo album)

7./ User acknowledges that the photograph(s) was/were taken during the course of a public service activity, as part of the visual media, for provision of public information, and not as an advertisement or a political commercial for a commodity. Therefore, if the intent is to use the photograph(s) for commercial purposes, User is required to acquire a statement of consent from the person(s), [or owner(s) of personal or real property or product(s)] appearing in the image(s).

8./ User shall pay Service Provider ■■■ EUR/photo +VAT (27 %) total ■■■ **EUR** as a fee for one-time use of the photograph(s) listed under Point 1., by transferring said fee to Service Provider's account. Should User elect to pay fee through a transfer of funds, it shall transfer the money to Service Provider's account with OTP Bank Zrt. **HU75 1176 3945 0234 9882 0000 0000** within fifteen (15) banking days. Late payments will be subject to a penalty in the amount of the interest set by law.

9./ User acknowledges that Service Provider is only authorized to distribute images coming from its foreign partners within the territory of Hungary itself. Therefore, User agrees to limit use of photographs coming from foreign wire services or foreign photographers to publications (other forms of image use) distributed exclusively within the territory of Hungary. This means that User may not use images Service Provider has obtained from its foreign partners – excepting photographs marked EPA – in networks (such as the WEB) accessible beyond the borders of the country.

10./ User agrees not to alter the image(s) in this contract or the content and meaning of the caption(s) or the persons in the photographs through retouching, trimming, or computer-aided editing (such as combining images) or in any other way, which would be distortive, and agrees to pay particular attention to respecting personal rights when publishing the photographs.

11./ User agrees to include the text "MTI Photo" followed by the name of the photographer on the image if publishing it in a print medium, and indicate "MTI/..... (name of the partner agency) in case of using the images of Media Service Support and Asset Management Fund coming from it's partners.

12./ User agrees to provide **two free-of-charge copies** of the product to the Media Service Support and Asset Management Fund (Economy and Asset Management Directorate Archive Departement)

13./ User agrees that facts, circumstances and informations regarding to this contract are confidential and ensure to keep them safe and not make them available to third parties or to unauthorized persons. User must refrain from any act or conduct that fails to respect or endangere the Service Provider's legitimate interests.

14./ The confidentiality requirement shall not impede the compliance of statutory information obligation.

15./ User declares to respect and comply the individual rights of the Service Provider, especially the good reputé granted to natural and legal persons.

16./ The provisions of the Act of V of 2013 on the Civil Code, the Act of LXXVI of 1999 on Copyright, the Act of CLXXXV of 2010 on media services and mass communication, the Act of CIV of 2010 on freedom of press and other specific Hungarian legislation in force refers to the order and the photographs included in present contract.

17./ User declares to assume liability for legal consequences which result from the breach of legal requiremnts laid down by present contract. Moreover, User declares to assume liability for legal consequences laid down in the Civil Code and in the Copyright Act in case of breaking the law by going beyond the utilization rights laid down by present contract.

18./ User declares become aware of the content of Media Service Support and Asset Management Fund's Data Protection Regulation (<http://mtva.hu/jogi-es-adatvedelmi-nyilatkozat/>), and considers itself to be bound by it's provisions thereof. Moreover User declares to give it's permission – based on the provisions of the Act of CXII of 2011 on the right of informational self-determination and freedom of information – to process the data related to itself in present contract.

19./ The Parties declare, that that existing measures of Media Service Support and Asset Management Fund's content sales services governed by the provisions of standard contractual clauses of Content Sales Services, available at www.mtva.hu (now available: <http://www.mtva.hu/aszf-az-mtva-tartalomertekesitesi-es-szolgaltatsi-szerzodeseihez>). Present contract is valid and permissible together with the provions of the Media Service Support and Asset Management Fund's standard contractual clauses of Content Sales Services. In whithes whereof - upon reading and mutual interpretation – Parties have signed the present contract by their by their duly authorized representatives.