



Conference & Event Sponsorship

SPONSORSHIP AGREEMENT

concluded between the Parties:

"Platts"	Platts U.K. Ltd.
English Company Number	7953373 of
Address:	20 Canada Square, Canary Wharf, London, E14 5LH
EU VAT ID (TAX) Number:	GB 697 709 174
Bank Details: Bank of America, Dallas, Texas, USA	
A/C Name: PLATTS/ MCGRAW-HILL	
A/C Number: 8188005430	
ABA No: 026009593	
Swift code: BOFAUS3N	
Conference Name:	9 th European Nuclear
Conference Date:	30 June – 1 July inclusive
Location:	Hilton Budapest, Hungary
Represented by (name/position):	Simon Marshall/ Business Development Manager
"Sponsor":	MVM Paks II. Ltd.
Company Number:	17-10-001282
Address:	MVM Paks II. Ltd., 3. floor 302/B, Gagarin str. 1., Paks H-7030
EU VAT ID (TAX) Number:	EU 24086954
Name and address of the Bank:	K&H Bank Ltd., 9. Lechner Ödön avenue, Budapest, H-1095
Bank account number:	10404326-50526677-67521005
Represented by (name/position):	Sándor Nagy CEO and Csilla Tóth Technical Director
Sponsorship Description:	Primary Event Sponsor with Luncheon

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I BACKGROUND, DECLARATIONS OF THE PARTIES

The parties hereto acknowledge that the:-

1. The purposes of this Agreement is the organization of the Platts 9th European Nuclear Conference in Budapest starting **June 30th 2014** ("Conference") with Sponsor as the primary (but not sole) sponsor of and advertiser at the Conference.
2. As a consideration Platts shall provide advertising services for the Sponsor, as described in detail in **Chapter III 'Sponsorship activities'**, and other services in a professional manner –in order to support and strengthen positive and favourable perception of the Sponsor's image and reputation.
3. Platts will be the organizer and the owner of the rights to advertise at and in connection with the Conference, and so it is entitled to provide advertising and other services to the Sponsor.
4. The Sponsor values the activity of Platts described above and is convinced that the conference organized and held by Platts will be of interest to third parties, therefore the Parties conclude the present Contract as set forth herein below:

II SUPPORT PROVIDED BY THE SPONSOR

1. In accordance with provisions of this Contract, the Sponsor will co-operate with Platts for the execution of purposes specified Chapter I above.
2. The parties hereto declare that save as expressly stated in this Contract no value, monies or consideration is passing between them or their employees or agents in respect of the Conference.

III SPONSORSHIP ACTIVITIES

1. CONTENT DEVELOPMENT:

- 1.1 Sponsor is entitled to contribute to the development of the Conference agenda and make speaker suggestions to Platts through Platts appointed contact "(Platts Producer)" who is (unless Platts informs the Sponsor otherwise) its employee Simon Marshall.
- 1.2 All Conference speakers must meet with Platts approval and Platts has final editorial control of the Conference agenda.

2. PRIMARY SPEAKING POSITION:

- 2.1 The Sponsor is entitled to nominate to Platts one of the Sponsor's Senior Level Executives to actively participate in the Conference program as a Panellist, Panel Moderator, or a presenter with or without a co-presenter. All speaking positions depend upon availability and upon the Sponsor's nominee having suitable industry knowledge and expertise.
- 2.2 All speakers must meet with Platts approval and Platts has final editorial control of the Conference agenda.



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3. MARKETING & PROMOTION:

- 3.1 Platts will use the Sponsor's artwork to reproduce and display Sponsors corporate logo (to be provided by the Sponsor to Platts in EPS format within one week after the date of this Contract, "Sponsor's Artwork") within Platts'
- (i) Conference brochure (front cover); and
 - (ii) next to the Luncheon announcement within the Conference brochure
 - (iii) principal Conference promotion flyer, mailed by Platts to all potential Conference attendees; and
 - (iv) on the Platts' Conference website, with a hypertext link to Sponsor's homepage If the Sponsor has an internet web site and delivers the top level domain address thereof to Platts in a timely manner)

4. COMPANY DESCRIPTION:

- 4.1 Sponsor will submit a descriptive paragraph of 100-200 words (Microsoft Word format) to Platts within one week after the date of this Contract to be included in the brochure published by Platts to promote the Conference ("Conference Brochure") and in the program guide to the Conference ("Conference Program"). The Sponsor is encouraged to describe recent industry activities or core competencies.

5. BANNERS & SIGNAGE:

- 5.1 Platts will use the Sponsor's Artwork to produce two (2) 4' x 8' banners bearing Sponsor's logo and Platts logo at Platt's option) to be displayed within the Conference area.
- 5.2 Platts will use the Sponsor's Artwork to produce one generic sign 300mm (w) x 950mm (h) bearing Sponsor's logo (and Platts logo at Platts' option) to be displayed within the Conference registration area.

6. LUNCHEON:

- 6.1 As the Strategic Partner, the Sponsor will be the exclusive host of the luncheon on the first day of the Conference (the "Luncheon").
- 6.2 Platts will manage, order and pay for all of the food and beverages associated with the Luncheon. Platts welcomes Sponsor's suggestions into the menu for the Luncheon to be delivered within a week after the date of this Contract.
- 6.3 The Sponsor is entitled to make brief welcoming remarks (5-10 minutes) at the Luncheon and offer a toast to Conference delegates in attendance. Confirmation of the need for a microphone and lectern will be required by Platts at least two (2) weeks prior to the Conference.

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7. COMPLIMENTARY PASSES:

- 7.1 Platts will provide twenty (20) complimentary passes to the Conference for use by Sponsor's own employees or Sponsor guests identified to Platts in writing at least a week before the first day of the Conference.

8. DISCOUNTED PASSES:

- 8.1 Platts will provide to the Sponsor at least one month before the Conference unlimited coupons offering 25% discount on Platts normal conference registration fee (discount coupon) for Sponsor to distribute to its guests. Discount coupons cannot be combined with early bird, government discounts or team discounts offered by Platts.

9. PROGRAM GUIDE ADVERTISEMENT:

- 9.1 Platts offers Sponsor a single full page (colour) advertisement for Sponsor services in the Conference Program provided that Sponsor delivers such advertisement to Platts in (High Resolution PDF format) at least three (3) weeks before the Conference, time being of the essence in such regard. The advertisement shall be drafted by the Sponsor (who shall ensure that such advertisement contains no statements or remarks or content that are libellous, inflammatory, untrue, political or in breach of third party rights) and shall contain that the "Main Sponsor of the Event is MVM Paks II Ltd".
- 9.2 Platts will distribute the Program Guide to all conference delegates and Conference speakers at the Conference.

10. TARGETED CONFERENCE MARKETING:

- 10.1 Sponsor is entitled but not obliged to participate in Platts' customised Conference direct marketing campaign targeted at Sponsors clients and prospects.
- 10.2 Platts will mail to the Sponsor's clients and prospects a personalised letter created by Platts. Sponsor shall provide to Platts a full contact list with name, job title, company name and full contact details in an Excel spreadsheet format ("**Sponsor Mailing List**") within one week after execution of this Contract. Sponsor shall ensure that the Sponsor Mailing List and its delivery to Platts comply with all applicable data protection and privacy laws. Platts will act purely as the agent of the Sponsor in using the Sponsor Mailing List
- 10.3 Platts will include with each letter sent under **Section 10.2** above (1) a Conference Brochure (2) a coupon for the 25% discount for delegates described in **Section 8.1** above.

11. LIMITED ATTENDEE LIST ACCESS:

- 11.1 Platts will provide a list of anticipated Conference participants ("**Attendee List**") at least two (2) weeks before the Conference, via email, in spreadsheet format listing each participant's name, job title and company name (insofar as permitted by applicable laws).
- 11.2 Platts will provide an updated printed copy of the Attendee List on the opening day of the Conference subject to the provisions of **Section (V)** below (insofar as permitted by applicable data privacy laws).



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12. DELEGATE MAILING LABELS:

- 12.1 Platts will provide to the Sponsor one sticky delegate address label addressed to each Conference attendee ("Attendee Labels") within two (2) weeks after the Conference for use in solely in accordance with **Section (V)** below.
- 12.2 Platts will provide the Attendee Labels only to a 3rd party bonded mail house **(1)** to whom Sponsor shall disclose the Sponsor's obligations to Platts regarding the Attendee List and Attendee Labels (see **Section V** below) and **(2)** who shall agree to use the Attendee List and Attendee Labels in accordance with such obligations and **(3)** against whom Sponsor shall take enforcement action if such obligation are breached.

IV Obligations of Platts & Sponsor

1. Platts shall document its proposed activities under **Chapter III** of this Contract and shall prepare and submit to the Sponsor a report thereof within eight days after **performance** of this Contract. The report and documents confirming the fulfilment shall be forwarded to the contact person indicated in the contract in one original copy and on a data carrier (CD, DVD). The report shall include the following:

- Name of the event
- Date of the event
- Venue of the event
- Brief summary of the event in writing, which should include all the publications/appearances (illustrated with photos and with 1 original copy of prepared publications) listed in Chapter III of the present contract.

The report shall be prepared by Platts in order to confirm proper performance of the obligations of Platts under this Contract

2. Platts shall deliver to the Sponsor a draft copy of all materials and/or documents created or originated by of for Platts in order to meet its obligations under **Chapter III** Sections 3, 4, 5 and 9 ("**Platts Materials**") by such means as Platts believes are efficient as soon as reasonably possible after they are created. Sponsor shall review all delivered Platts Materials as soon as reasonably possible after they are delivered to Sponsor and either (A) approve them in writing or (B) supply written comments or criticism concerning them within five (5) business days after receipt, time being of the essence in such respect. Platts shall take into account all reasonable comments or criticism by the Sponsor in respect of the Platts Materials when updating or correcting them for use at or in respect of the Conference.
3. Hereby, Platts agrees that
- a) it is a company organized and legally registered in accordance with the English law;
 - b) it is in possession of necessary resources for the performance of its obligations under this Contract and by signing it, it construes its valid and realizable obligations;
 - c) there is no liquidation procedure against it;
 - d) all the activities necessary for the for its performance of its obligations under this Contract will be performed based on the availability of all the permits required by the law and in compliance with the requirements of all applicable laws and regulations of competent authorities;

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- e) it possesses professional knowledge, tools and specialists to execute its obligations under this Contract;
 - f) Platts will produce all the advertising materials and advertising described in Chapter III at its own expense, and shall not be entitled to shift them to the Sponsor in any form;
 - h) it will manufacture, reproduce and display the Platts Materials in a high quality professional manner.
 - i) it will refrain from all manifestations and statements at the Conference that will harm the Sponsor's interests, reputation and judgement by the public opinion.
 - j) Platts shall not express and shall not authorise or license anybody else to express at the Conference any political affiliation by the Sponsor.
- 4 Platts shall authorises the Sponsor to refer to the Conference in its own advertising and/ or communication.
- 5 Hereby, Sponsor agrees that
- a) it is a company organized and legally registered in accordance with Hungarian law;
 - b) it is in possession of necessary resources for the execution of its obligations under this Contract and by signing it, it construes its valid and realizable obligations;
 - c) there is no liquidation procedure against it;
 - d) all the activities necessary for the Sponsor's performance of its obligations under this Contract will be performed based on the availability of all the permits required by the law and in compliance with the requirements of all applicable laws and regulations of competent authorities;
 - e) the Sponsor possesses professional knowledge, tools and specialists to execute its obligations under this Contract;
 - i) the Sponsor will refrain from expressing any statements, remarks or opinions at the Conference which are adverse to the good reputation of Platts.

V LIST USAGE TERMS

1. **List Usage.** Platts will provide to the Sponsor the Attendee Labels for a single mail shot to the Attendees (to be concluded within one month after the Conference) of such of the Sponsor's promotional materials as are pre-approved by Platts. The Attendee Labels and Attendee List shall not be used, produced or communicated or transferred or licensed by the Sponsor for any other or further databasing, solicitation, marketing, calls or visits, or any other method of contact, except to persons who respond to such single mail shot by expressly inviting further communication from the Sponsor. Sponsor shall refrain from using Attendee Labels the Attendee List or any data therein to the extent Platts so requires in accordance with any data subject's request. Sponsor shall comply with all data subject requests to access, modify or cancel any data received by the Sponsor from Platts. Sponsor shall comply with all data privacy laws in respect of the possession of use of the Attendee Labels and/or Attendee List and shall indemnify Platts in respect thereof.
2. **Title and List Protection.** The Attendee Labels and the Attendee List are and at all times shall remain the exclusive confidential proprietary property of Platts. Sponsor shall promptly adhere to all instructions of Platts regarding the Attendee Labels and the Attendee List. Sponsor will not disclose, transfer, duplicate, reproduce or retain in any form or manner whatsoever, all or any part

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or segment of the Attendee List or Attendee labels or permit any third party, agent, employee or contractor of their respective agents and employees to do any of the foregoing, regardless of the form or media on which such information is communicated or stored. Sponsor will not disclose the source of the Attendee List or Attendee Labels nor identify Platts or its affiliated companies as the source thereof to any third party or otherwise, either verbally or in writing or in any written literature or other advertisement distributed by the Sponsor. Sponsor shall not use the name, trademarks or service marks of Platts, its affiliated companies, their divisions or any of its or their respective products or services in any fashion.

3. A breach of the provisions of this **Section V**: of this Agreement would cause Platts irreparable harm that is impossible to measure with certainty and agrees to **(i)** pay Platts as liquidated damages (and not as a penalty) without prejudice to Platts' right to seek equitable relief, an amount not less than ten dollars (\$10.00) per name and address per violation, or fifty dollars (\$50.00) per names and address if the violation results in competition for or non-renewal of the subscription to Platts and **(ii)** indemnify and hold indemnified Platts against all loss costs damages claims actions, suits and proceedings howsoever arising against Platts in such regard brought by any third party including any state authority or regulator.
4. **List Monitoring.** Platts is entitled but not obliged to monitor usage of the Attendee List and Attendee Labels to prevent improper and unauthorized use by a combination of one or more methods of computer control and/or planted and/or varied names and addresses or a combination of these methods to all of which Sponsor consents.
5. **List Security.** Sponsor represents, warrants and covenants that it has and shall maintain appropriate safeguards to protect the security and integrity of the Attendee List and Attendee labels in accordance with applicable law and regulations and that it shall ensure that any agents it uses in connection with any mailings has in place appropriate safeguards to protect the security and integrity of the Attendee List.
6. **Honouring Requests to Not Receive Direct Mail Materials.** Sponsor shall not send communications to any individual on the Attendee List who notifies Sponsor or Platts that such individual does not wish to receive promotional materials from Sponsor. Sponsor will notify Platts promptly as to all such individuals and of all requests made by individuals (including requests to modify, suppress or cancel data) and shall copy the requests to Platts.

VI CONFIRMATION OF APPROPRIATE CONTRACT FULFILMENT, COMMUNICATION OF THE PARTIES

1. Platts is obliged to report the fulfilment of its obligations undertaken in the present Contract to the Sponsor in accordance with article 1 of Chapter IV of the mentioned Contract. Upon receipt of the **Platts's report and prepared documents**, the Sponsor will check the fulfilment of undertaken obligations by Platts from the professional point of view and, as a result – in the case of appropriate fulfilment – will issue a written confirmation of fulfilment and send it to Platts. All claims with regard to fulfilment shall be reported by the Sponsor to Platts within 8 days upon report receipt.
2. For the purposes of cooperation and communication the following contact persons are appointed by the Sponsor and Platts:

Contact persons on behalf of the Sponsor:

Name: István Mittler, head of communications
Telephone: +3675/50-1654
E-mail: mittleri@mvpaks2.hu

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2. Date of contract fulfilment: July 1, 2014
3. Any of the Parties to the present Contract shall have the right to terminate the Contract immediately by means of a written notification with the indication of reasons thereof if the other Party commits a serious infringement of its obligations undertaken in the present Contract and fails to eliminate it upon written request of the other Party in this regard, within 5 (five) working days following such a request. There is no need for sending a written request to fulfil obligations in the case if such an infringement is so serious that the affected Party may not be further expected to continue the Contract. In this case the Party entitled to termination shall send an extraordinary letter of termination with the indication of reasons to the other Party.
4. Should the present Contract due to some reason – with particular attention to the termination of the Contract by any of the Parties due to any reason or its termination upon mutual consent of the Parties – cease to exist prior to the expiry of the defined time period, the Parties shall settle the payments amicably in a manner providing for the receipt by the sponsored organization of the corresponding amount of the sponsorship fee due to it, proportionally for the services rendered until the date of termination of the present Contract.
5. Termination of the present Contract through any reason shall not affect the Parties' obligations with respect to confidentiality determined in article 1 of Chapter IX of the present Contract and provisions on the settlement of legal disputes.

IX GENERAL

1. Platts shall not be entitled to publish, disclose, make available or transfer to the third parties information related to the present Contract, its contents as well as the information, facts and data pertaining to the Sponsor that became known to him upon signing the present Contract or in the course of its fulfilment, as well as the information submitted by the Sponsor and classified as **commercial secret (further referred to collectively herein as "Proprietary information")**, without a prior written consent of the Sponsor (except insofar as required for Platts (a) to be meet statutory and regulatory obligations and (b) to provide information to other companies wholly owned and/or controlled directly or indirectly by **McGraw Hill Financial Inc.**).

In the absence of a prior written consent of the Sponsor this proprietary information may be used by Platts only for the purposes of fulfilment of the present Contract.

Platts grants its consent to the leading member of MVM Group of Companies, namely MVM Hungarian Electricity Ltd (registered office: 1031 Budapest, Szentendrei street 207-209; Reg. no.: 01-10-041828; abbreviated name: MVM Ltd.) –for the purposes of management and elaboration of a uniform business concept –, and to MVM KONTÓ Financial and Accounting Service Centre Ltd., handling the accounts of the Sponsor (registered office: 7030 Paks, Gagarin street 1; Reg. no.: 17-10-001241; abbreviated name: MVM KONTÓ Ltd.) for getting acquainted with the contents of the present Contract. In respect of received and known data, MVM Ltd. and MVM KONTÓ Ltd. shall be subject to confidentiality obligation identical to that of the Sponsor and in case of its infringement the Sponsor shall be liable to Platts.

2. The present Contract reflects the entire Contract concluded by the Parties, all preliminary oral and written contracts in this regard shall be considered null and void. Any changes or modifications to the present Contract shall be valid only upon mutual written agreement of the Parties.
3. Hereby the Contracting Parties declare that their capability of concluding contracts is not limited and they are entitled to conclude the present Contract; that the present Contract has no conflict with the contracts concluded in this aspect with other third parties and there are no such facts or circumstances that hinder or limit its fulfilment.



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4. Hereby the Parties undertake to do their best efforts in the course of Contract fulfilment and/or within the framework of legal relations established in connection with the contract, not to cause damages to the other Party's good reputation and not to bring the company's name in any connection that is in conflict with good morals or is of a negative, offensive, doubtful or any other nature that may have an unfavourable impact on the other Party or its direct or indirect owner. The Parties shall be fully liable to each other for any damages originating from the violation of this obligation. Platts acknowledges that neither of the provisions contained in the present contract shall give him the right to undertake obligations against third parties in the name of the Sponsor.
5. Platts acknowledges that any piece of data transferred to the Sponsor may be qualified as information of public interest in case of which the Sponsor is obliged to publish the data or make available to the requesting party. Platts acknowledges that the transfer or publication of data submitted to the Sponsor and qualified as information of public interest shall not entitle him to claim damages or compensation from the Sponsor and irrevocably abandons the right to enforce such claim with the Sponsor.

X LAW & JURISDICTION

1. This agreement is made under the laws of England and Wales and all disputes arising from or in connection with it are subject to the non-exclusive jurisdiction of the Courts of England and Wales.
2. By means of signing the present Contract the Parties confirm that they have read and interpreted it as appropriate and found it complete, flawless and compliant with its purposes.

 _____	 _____	 _____	 _____
Simon Marshall	Vincent Elias	Sándor Nagy	Csilla Tóth
Business Development Manager	Senior Manager	Chief Executive Officer	Technical Director
EMEA Conference Division	EMEA Conference Division	MVM Paks II. Ltd.	
Platts	Platts		
P: +44 (0)20 7176 6229	P: +44 (0) 20 176 6675		
F: +44 (0)20 7176 8512	F: +44 (0)20 7176 8512		

Date: 23 May 2014

Date: 23 May 2014

Date: 23.05.2014.

Szigналási információ	
Mittler István	Szakmai terület szignózása
Dobler Csaba	Pénzügyi terület szignózása
Dr. Kincses Rita	Jogi szignózása
Kern Zsuzsanna	Logisztikai vezető szignózása



ÉRKEZETT 2014 JÚN 23.

Érk. n.: 00002