



## SPONSORING AGREEMENT

concluded by and between

**Transparency International Magyarország Alapítvány**, as the sponsored party  
(hereinafter: *Sponsored Party*)

(registered seat: 1076 Budapest, Garay utca 29-31. I/1.; represented by: Noémi Alexa, managing director with right of representation; tax number: 18192744-1-42; non-profit category: non-profit organisation; registration number: Pk.60945/2006/1; registration number of public benefit status : Pk.60945/2006/1)

and

[\*]

(registered seat: [\*]; company registration number: [\*]; tax 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 preliminary declare the following:

A. The Sponsored Party, Transparency International Magyarország Alapítvány, is a non-profit non-governmental organisation registered under Hungarian law as having a non-profit and public benefit status. The Sponsored Party operates in Hungary as the Hungarian Chapter of Transparency International, an international non-governmental anti-corruption organisation. The operation of the Sponsored Party 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.

The Sponsored Party raises funds for its operation from tenders, individual donations and other contributions.

B. The Sponsoring Party is a business association listed under Hungarian law with its main activity being [\*].



- 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 the Sponsored Party, which can only accept support from business operators fulfilling certain criteria.
- E. The Sponsored Party organises an exclusive forum granting special membership rights from among its core supporters. (*Corporate Supporters Forum*).
- F. Due to the significant amount of the support offered by the Sponsoring Party, and to the outstanding advantages stemming from participation in the Corporate Supporters Forum, it is in the Parties' mutual interest for the Sponsored Party to offer to the Sponsoring Party the possibility to join the Corporate Supporters Forum in return for the support offered.

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

## **2. The Subject of the Agreement**

- 2.1 On the basis of the present Agreement the Sponsoring Party provides a non-refundable, annual, lump-sum financial donation (*Support*) to the Sponsored Party.
- 2.2 The Sponsoring Party becomes a participant of the Corporate Supporters Forum organised by the Sponsored Party in return for its Support.

## **3. Term**

- 3.1 The Parties conclude the present Agreement for a definite term of one year.
- 3.2 The Parties hereby agree to annually negotiate the renewal of the Agreement. The renewal will always be for one further year and will first take place within one year from the date of the signing of the present Agreement.
- 3.3 The Sponsoring Party shall at the time of every renewal fill in the Self-check List indicated in Clause 6.1.

## **4. Support:**

- 4.1 In return for the possibility of participating in the Corporate Supporters Forum the Sponsoring Party undertakes to provide an amount of Support determined according to its annual turnover in the previous year.



The exact amount of the Support shall be calculated on the basis of the following formula.

The Annual Turnover of the Sponsoring Party in Hungarian Forints	The amount of Support in Hungarian Forints
Up to 1,000,000,000	250,000,-
1,000,000,001-10,000,000,000	500,000,-
10,000,000,001-25,000,000,000	1,000,000,-
25,000,000,001-50,000,000,000	1,500,000,-
50,000,000,001-100,000,000,000	2,000,000,-

4.2 The Sponsoring Party shall execute payment of the Support calculated according to Clause 4.1 through transfer of the amount to bank account 10700567-48892708-51100005 of the Sponsored Party held at CIB Bank 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 the Sponsored Party.

## 5. Undertakings of the Sponsored Party 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 (*Participation in the Corporate Supporters Forum*) in return for the Support determined according to the present Agreement provided it complies with the provisions of the present Agreement:

- 5.1.1 Free participation in workshops organised bi-monthly by the Sponsored Party;
- 5.1.2 Participation in half-day training sessions on ethical dilemmas annually organised by the Supporter;
- 5.1.3 Participation in forums organised to share best practices on enhancing transparency at company level;
- 5.1.4 Access to questionnaires assessing the compliance policy of the Sponsoring Party; and to the newsletter of the Sponsored Party;
- 5.1.5 Annually to provide a half-day free consultancy on improving the compliance policy of the Sponsoring Party;
- 5.1.6 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*”;
- 5.1.7 Furthermore, the Sponsored Party provides enhanced presence for the Sponsoring Party by indicating the Sponsoring Party as its Supporter on its website and brochures. Furthermore, the Sponsored Party 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 the Sponsored Party (*Self-check List*). The Sponsoring Party undertakes that in the event that the Sponsored Party raises objections based on the Self-check List in connection with the operation of the Sponsoring Party, the Sponsoring Party shall do its best to eliminate the problem within the shortest time possible.
- 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 the Sponsored Party'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 present conditions the Sponsored Party 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 the Sponsored Party to remove the formula indicated in Clause 5.1.6 (*Suspension*). The decision on Suspension will be published on the website of the Sponsored Party. After the Suspension the Sponsored Party has the right to decide either to exclude the Sponsoring Party from participation in the Corporate Supporters Forum, or to continue the present 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 violated the provisions of the present Agreement, it shall immediately inform the Sponsored Party and report on the accuracy of such statements. In such a case the Sponsored Party 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 5.1.6 in connection with the Sponsored Party, nor to refer to the legal connection between the Parties based on the present Agreement in any other way, especially (i) using the Sponsored Party's



name in any context, other than indicated in Clause 5.1.6, or (ii) using the logo of the Sponsored Party.

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

6.7 The Sponsored Party intends to use the Support to finance its operation, but it is entitled to decide on the exact purpose and modalities of use independently, 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.

## **8. Termination**

8.1 The present Agreement is terminated in the following cases:

- 8.1.1 The Parties mutual decision on its termination. Even in this case the obligation of the Sponsoring Party set out in Clause 6.6 remains valid; or
- 8.1.2 automatically with the expiration of time indicated in Clause 3.1; or
- 8.1.3 with written notice of the Sponsored Party to the other Party, in the event that it decides to terminate the Agreement after Suspension based on Clause 6.3.

## **9. Settlement of disputes**

In the event of any dispute or disputes arising from the present Agreement or its execution, the Parties shall attempt to reach an amicable settlement. 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.



# TRANSPARENCY INTERNATIONAL

HUNGARY

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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 [\*].2009.

Transparency International Magyarország  
Alapítvány  
Sponsored Party  
Represented by

[\*]

Sponsoring Party  
Represented by