

GENERAL TERMS AND CONDITIONS OF CONTRACT FOR ADVERTISING SERVICES

2015

These general terms and conditions of contract for advertising services shall apply to the insertion of advertisements into advertising spaces sold by Mediaworks Kiadó és Nyomda Kft., Zöld Újság Zrt., Julius Media Holding Kft., Mediaworks Hungary Zrt., Mediaworks Regionális Kft., Mediaworks Magazines Kft., Mworks Print Zrt., Népszerűség Kft. and Petőfi Lap és Könyvkiadó Kft. in their publications.

1 DEFINITIONS

- 1.1 **"GTCC"**: means these general terms and conditions of contract that apply to the sale of advertising by the Service Provider, and to the insertion of advertisements in Service Provider's publications;
- 1.2 **"Publication"**: means the daily and periodical print publications published by the Service Provider or any member of the Mediaworks Group, and the Internet websites operated by the Service Provider;
- 1.3 **"Advertising"**: For the purposes of Grtv., it means any communication, information or form of representation the aim of which is to promote the sale or use in any other way of a marketable movable property that is capable of appropriation (money, securities, financial instruments and natural resources that can be utilized in the same way as things) (hereinafter referred to as "products") or of services, real property and valuable rights and interest (hereinafter referred to as "goods"), or the aim of which is, in connection with the objective mentioned above, to popularize the name, designation or activity of an undertaking, or to make better known the goods or designations of goods;
- 1.4 **"Advertiser"**: means the person in the interest of whom the advertisement is published, or who orders the advertisement for their own interest from the Service Provider;
- 1.5 **"Service Provider"**: means Mediaworks Kiadó és Nyomda Kft., Zöld Újság Zrt., Julius Media Holding Kft., Mediaworks Hungary Zrt., Mediaworks Regionális Kft., Mediaworks Magazines Kft., Mworks Print Zrt., Népszerűség Kft. Békéscsaba and Petőfi Lap és Könyvkiadó Kft., i.e. any member of the **"Mediaworks Group"** that publishes the press product specified in the individual contract;
- 1.6 **"List price"**: means the tariff of advertisements specified in Annex 1 to this GCCT, that is proportional to the ad space bought;
- 1.7 **"Discount"**: means a variable reduction off the advertisements' List Price, expressed in percentage terms;
- 1.8 **"Individual contract"** or **"Contract"**: means the agreement concluded with the Advertiser for the single insertion or a series of insertions of a specific Advertisement;
- 1.9 **"Agency/broker"**: means the Advertiser that concludes an Agency Framework Agreement with the Service Provider for a given year, and is authorized to perform advertising organizer tasks pursuant to the effective legislation.
- 1.10 **"Media offer"**: means the document attached hereto as Annex 1, containing Service Provider's effective list prices and the material submission deadlines of each publication.
- 1.11 **"Grtv."**: means Act XLVIII of 2008 on the Essential Conditions of and Certain Limitations to Business Advertising;
- 1.12 **"Tpv."**: means Act LVII of 1996 on the Prohibition of Unfair and Restrictive Market Practices;

- 1.13 “**Ptk.**”: means Act V of 2013 on Hungarian the Civil Code;
- 1.14 “**Infotv.**”: means Act CXII of 2011 on Informational Self-determination and Freedom of Information;

2 INTRODUCTORY PROVISIONS

- 2.1 These GTCC contain the rights and obligations of Advertisers and the Service Provider (hereinafter jointly referred to as: “**Parties**”) in the legal relations established with regard to advertisements sold by the Service Provider.
- 2.2 Advertisements will be published in Service Provider’s publications based on individual contracts (hereinafter referred to as: “**Contracts**”) concluded in writing by and between the Service Provider and the Advertisers. These GTCC form an integral part of the Contracts unless otherwise provided by the Contracts, therefore, by signing the Contract the content of these GTCC shall be considered known and accepted. In the absence of a contract the provisions of these GTCC with the order and its confirmation will together constitute a contract between the Advertiser and the Service Provider.
- 2.3 These GTCC shall apply to each Contract, unless otherwise provided by the Contract.
- 2.4 Any legal statements made pursuant to these GTCC shall only be valid if made in writing. The Parties accept both paper-based and electronic correspondence (only if Service Provider’s corporate e-mail address is used) as the official method of giving notice in the case of order placement, confirmation, cancellation and modification. Both Parties are responsible for storing the transmitted information.
- 2.5 Advertiser shall notify the Service Provider as soon as possible of any change in their contact details, as well as of any failure arising from technical breakdowns incurred by postal and internet service providers. The Service Provider shall not accept liability for the consequences of any change in Advertiser’s postal or e-mail address and of any technical breakdown incurred by the postal and internet service providers.

3 ORDERS

- 3.1 The Service Provider accepts only written orders, placed (in a verified and identifiable manner, delivered by courier, fax or e-mail) on the order form (hereinafter referred to as: “**Order**”) and duly signed by the Advertiser. Orders shall contain the following details: Advertiser’s name, seat (home address if the Advertiser is a natural person), tax number (tax identification number in case of natural persons), bank account number, name of the persons authorized to sign and their authorized signature, name of the Publication, the date of publication, type of the advertisement (framed, classified, brochure supplement, etc.), the name and contact details of the contact person, the product or service to be advertised, the number, date and size of the insertions, and any other information requested by the Service Provider, which may be necessary for providing the service.

- 3.2 If the subject of the advertisement is a product that is subject to preliminary mandatory quality control or compliance certification prescribed in a specific legislation, the Advertiser will be obliged to attach a written statement to their order, declaring that the preliminary test has been successfully carried out, whereby the product can be marketed. If the product is not subject to such mandatory preliminary quality control or compliance certification, the statement shall refer to this fact. The Service Provider will not publish the advertisement as long as the proper statement is not submitted.
- 3.3 The Contract concluded by and between the Parties – provided that the data specified in section 3.1 were made available – will enter into effect for a specified term, on the day when the Service Provider confirms the order in writing (by courier, fax or e-mail), or starts editing the Advertisement in the relevant Publication in accordance with the order, and will end on the day when the total price for the Advertisement is credited on the Service Provider's bank account. No Advertisement will be published before signing the relevant Contract. The Contract will enter into effect in accordance with the confirmation, or in the absence of confirmation, in accordance with the order, on the day when the Service Provider starts editing the Advertisement, under the conditions of the confirmation.
- 3.4 Advertiser acknowledges that the Service Provider is entitled to refuse to publish the Advertisement if it violates effective legislation or if the Service Provider at its own discretion decides, that:
- 3.4.1 publishing the Advertisement is contrary to public moral or is otherwise objectionable for economic or political reasons,
- 3.4.2 the Advertisement is incompatible with the philosophy and profile of the Service Provider's Publication,
- 3.4.3 the publication of the Advertisement would directly or indirectly act against the Service Provider's advertising market and/or business interests,
- 3.4.4 the Advertisement cannot be published due to technical or space reasons,
- 3.4.5 the publication would violate the provisions of these GTCC or the Hungarian Code of Advertising Ethics of the Advertising Self Regulatory Board.
- 3.5 The Service Provider may require, as a condition of publishing the Advertisement, that the Advertiser obtains a final decision of the proceeding authority or the court that if published, the Advertisement would not violate the legal provisions applicable to business advertising activities. In this case the Service Provider is not obliged to publish the Advertisement until receipt of the final decision, even if the Contract has already been concluded. The Advertiser shall not submit any damage claim in this regard against the Service Provider.
- 3.6 The Service Provider shall keep every document received for the preparation of the advertisement specified in the order, as well as the Customer's details for 5 years after the insertion of the Advertisement.

4 LIABILITY AND WARRANTY

- 4.1 The Advertiser warrants that the advertising materials handed over to Service Provider for use and designing pursuant to these GTCC do not violate any legal regulations, with special regard to the provisions of the Grtv. and Act XCVI of 2001 on the Publication in Hungarian of Business Advertisements, Shop Signs and Certain Communications of Public Interest, furthermore, they do not violate third parties' personal rights (including trademark and data protection rights), and that there are no third-party rights that would restrict or prevent public disclosure. In particular, there are no third-party copyrights and neighbouring rights attached to them, or if there is such right, then the right holders have granted the licence and approval necessary for public disclosure and utilization.
- 4.2 It is the Advertiser's sole responsibility to ensure that the information presented in the Advertisement will be true and will not violate the provisions on the prohibition of comparative advertising.
- 4.3 If Advertiser fails to meet its warranty obligations assumed in these GTCC, or its statements prove to be untrue later on, then the Advertiser shall accept full liability to Service Provider for damages in case third parties submit damage or other claims (official penalty, etc.) against the Service Provider, as the publisher of the Advertisement. This obligation shall also apply to compensation for publishing the correction of Advertisements that are incorrect or violate the law, or for any other damages.
- 4.4 Advertiser shall accept full liability for the content and legality of the Advertisements, and hereby irrevocably takes over from the Service Provider or its employees and agents any penalty, compensation, aggravated damages and costs imposed on or incurred by the publisher of an advertisement pursuant to the Grtv. or any other legislation (Ptk., Act CIV of 2010 on the Freedom of the Press and the Fundamental Rules of Media Content, Act CLXXXV of 2010 on Media Services and Mass Media, etc.), which was imposed on the Service Provider, the Publisher of the advertisement or their employees or agents because of the content of the advertisement, and which is claimed from the Service Provider or its employees by the competent authorities or third parties due to violation of the law and/or this Contract by the Customer. The Advertiser shall pay any penalty imposed by final order, the awarded compensation and costs on their due date, or if it has already been paid by the Service Provider or the persons acting on its behalf.
- 4.5 Advertiser acknowledges that it shall directly meet any claim on behalf of the Service Provider and its employees towards the authorities and the right holder in relation to the advertisement.

5 SERVICE PROVIDER'S PERFORMANCE

- 5.1 Advertiser shall be responsible for supplying the documents necessary for service provision in due time. The Service Provider shall call Advertiser's attention to any apparent inadequacy or deficiencies of such documents. The Advertiser shall pay a cancellation fee according to the effective rates if the Service Provider withdraws from the Contract because the Advertiser insists on using documents or publishing advertisements that are clearly inadequate, incorrect or contrary to the law.

- 5.2 The Advertiser shall prepare the materials for the Advertisement to be published at its own costs and shall submit them electronically (e-mail) or on a data carrier (CD, Zip) in Photoshop (eps, tif, jpeg), Illustrator or QuarkXPress (page-proof + image + font) format, by the deadline specified in the order confirmation but by the material submission deadline at the latest, unless the Advertiser orders the preparation of the Advertisement from the Service Provider. Proof or cromalin shall be provided for colour advertisements of a ¼ page or larger.
- 5.3 If the Advertiser orders the preparation of an Advertisement from the Service Provider, Service Provider shall prepare the Advertisement in accordance with the specification provided in the Contract. If there was no agreement on the specific date of publication of the Advertisement or on a specific place or section where the advertisement or brochure supplement should be inserted, the Advertisement will be published as decided by the Service Provider.
- 5.4 If the Advertiser wishes to publish their Advertisement on a specific day in a specific place or section, the Service Provider shall be informed of such request within the deadline indicated in the Media offer, in order that the Service Provider can confirm the order for the Advertiser. Different deadlines shall apply to brochure supplements, four colour printing and ads with accompanying colours, as indicated on the price list.
- 5.5 The Service Provider shall publish press-ready materials submitted by the Advertiser without any change. Should the Service Provider find any content or format errors in the ready for press material or in the received manuscripts, Service Provider shall always notify the Advertiser thereof, and shall not correct it without prior written agreement. The Service Provider is entitled to correct the received manuscripts in accordance with the orthographic rules of Hungarian.
- 5.6 Service Provider reserves the right to assign its own registration number to each Advertisement.
- 5.7 If the Advertiser intends to publish an Advertisement the size of which would not match the size of the printing space or the column arrangement, Service Provider shall notify the Advertiser thereof in writing, and in reply the Advertiser shall take the necessary steps immediately. In case the Service Provider fails to receive the revised material by the amended deadline through Advertiser's fault, and thus the Service Provider cannot publish the Advertisement through Advertiser's fault, then the Service Provider will be entitled to invoice the total service fee as penalty. If despite Advertiser's delay the Service Provider is still able to publish the Advertisement, the Service Provider will be entitled to charge 50 percent of the tariff price as penalty.
- 5.8 If the Advertiser intends to publish an Advertisement the graphical execution of which is not suitable as it fails to perfectly fit the Service Provider's technology, the Service Provider may adequately adjust it. The Advertisement will not be returned to Advertiser for review unless the Service Provider received the original order and the materials for the Advertisement to be published at least seven working days before the date of publication specified in the Contract. After the review the Advertiser shall meet the otherwise determined deadlines. The Service Provider cannot ensure that the Advertisement will be published at the requested time unless

the Advertisement to be published is in press ready condition at the time when the order is made.

6 REMUNERATION, DISCOUNTS, TERMS OF PAYMENT, INVOICING

- 6.1 The Service Provider is entitled to receive remuneration for the preparation and insertion of the Advertisement in one of its Publications in accordance with Annex 1 hereto.
- 6.2 Unless otherwise agreed by the Parties, the Service Provider will issues its invoices after the Advertisement was published, with an 8 calendar day payment deadline.
- 6.3 The Service Provider shall attach the tear-sheet to its invoice, verifying the insertion of the Advertisement. The Service Provider shall provide the Advertiser with clippings, pages or a complete magazine, depending on the type and size of the order.
- 6.4 Advertiser has right to object to the invoice within 5 working days after its receipt. If no objection is made against the invoice within 5 working days, it shall be considered accepted, and the Advertiser acknowledges that the Service Provider will not accept any complaint after the expiry of this deadline.
- 6.5 In the event of late payment the Advertiser shall pay the Service Provider default interest at the rate determined by Article 6:48 of the Ptk., or if the Advertiser is a business association, at the rate determined by Article 6:155 of the Ptk. In the event of late payment the Service Provider may refuse to fulfil further orders, or may fulfil it on condition that a certain advance payment is made at a predetermined time and amount. Service Provider reserves the right to claim the amount due any time.
- 6.6 Service Provider is entitled to require advance payment in the following cases:
 - 6.6.1 in case of a new Advertiser (i.e. for new Advertisers with whom the Service Provider enters into contract for the first time, or if the Advertiser had no advertisement in Service Provider's Publications within the 12-month period preceding the order);
 - 6.6.2 in case of an Advertiser that was in default in payment or invoicing directly or indirectly towards the Service Provider within the 12-month period preceding the order;
 - 6.6.3 in case the Advertiser's financial situation and solvency cannot be properly assessed based on publicly available company information;
 - 6.6.4 if the Contract concluded by the Parties contains a provision allowing for it, then any time during the term of the contract at Service Provider's discretion.
- 6.7 Advertiser shall make advance payment by the deadline specified in Service Provider's request for advance. Failing that, the Service Provider is not obliged to accept (confirm) the relevant order, and may terminate the concluded Contract with immediate effect. Service Provider is not obliged to make arrangements for the publication of the Advertisement as long as the price for the Advertisement is not paid.

- 6.8 The discounts included in the effective Price List can only be obtained within the time period specified in the order or the individual Contract. Advertiser will be entitled to a discount only if advertisements are published in the specified size and/or quantity and within the time period determined in the order or the individual Contract.
- 6.9 If advertisements are not inserted in the size and/or quantity determined in the Contract within the specified time period for any reason through no fault of the Service Provider, the Advertiser shall pay the discount obtained with regard to the size and/or number of insertions, in accordance with the rates effective on the day of publication.
- 6.10 The Service Provider reserves the right to apply different prices to special communications or special editions instead of the effective regular rates.
- 6.11 The Service Provider shall notify the Advertiser of any change in the GTCC or the effective Price List at least 15 days in advance. The provisions of the new GTCC shall apply to the parties that concluded their Contract with the Service Provider based on the previous GTCC only in case such new provisions are approved in writing, and only during the original term of the Contract. Changes in the rates and the terms and conditions shall not apply to advertisements ordered before the amendment of the Price List, unless the parties made consenting statements thereon.

7 CONTRACT BREACH, CANCELLATION, WITHDRAWAL

- 7.1 If a published Advertisement is fully or partially faulty, and the Advertiser submitted its complaint about defective performance to the Service Provider within 8 (eight) days of publication, the Advertiser may require a price discount or a subsequent publication of one Advertisement free of charge, in the size that is necessary for the correction of the Advertisement. If the Service Provider fails to publish the additional Advertisement at the time agreed with the Advertiser, or the additional Advertisement still contains errors, the Advertiser may require proportionate refund of the tariff. The performance shall be considered defective if the inserted advertisement contains some format and/or content error of such degree, which damages or jeopardizes the basic objective of the advertising message.
- 7.2 In case of repeated advertisements, the Advertiser shall examine them for correctness and completeness after each publication. The Service Provider will not acknowledge Advertiser's demand for price discount or a free insertion of a corrective Advertisement if the same error was made again next time without the Advertiser calling Service Provider's attention to it after the previous publication.
- 7.3 The Advertiser may cancel the order without any payment obligation only if the Service Provider is notified of the cancellation in writing before the relevant deadline specified in the effective Media offer sent to the Advertiser (hereinafter referred to as: "material submission deadlines"). The day of cancellation shall be the working day on which the written notice of cancellation was verifiably received by the Service Provider during its regular working hours (between 9:00 a.m. and 5:00 p.m.). If the order is not cancelled within the set deadline, the Service Provider may

charge the total service fee on Advertiser as penalty, even if some editorial or other material is inserted into the booked space.

- 7.4 Advertiser may only withdraw from the Contract in writing.
- 7.5 Should any grave doubt arise over the Advertiser's willingness to pay or solvency (if, for example, liquidation proceeding is initiated), then the Service Provider will be entitled to unilaterally withdraw from or terminate the Contract. Service Provider shall give prompt notice to the Advertiser of its withdrawal.

8 MISCELLANEOUS PROVISIONS

- 8.1 The Service Provider shall not use the data disclosed to is by the Advertiser with respect to the service to be provided for any other purpose than those related to the Infotv., these GTCC and the provisions of the individual Contract.
- 8.2 Any data disclosed to the Parties during the term of the agreement shall be treated confidentially, as business secrets. The Parties shall accept liability for damages caused by disclosing such data to unauthorized persons.
- 8.3 The Parties shall strive to settle their disputes arising from the Contract out of court. Should their efforts fail, the Parties agree on the exclusive competence of the Budapest 2nd and 3rd District Courts.
- 8.4 If the Service Provider fails to exercise any of its rights under these GTCC, it shall not constitute a waiver of such right.
- 8.5 The rights granted to the Service Provider as set out above are not exclusive, they can also be jointly exercised, and their enforcement shall not exclude the applicability of any other right available to the Service Provider under law or contract.

The provisions of these General Terms and Conditions of Contract will enter into effect on July 1, 2015 and remain in effect until withdrawal or until the effective date of their amendments. By entering into effect these GTCC supersede any former standard contract terms laid down with regard to the same subject. The Service Provider ensures awareness about the provisions of these GTCC by including a reference to them in its Contracts and on the order form, providing a precise access link. The effective version of these GTCC is published on the www.mediaworks.hu website.

Budapest, June 26, 2015