

**GENERAL CONTRACTUAL CONDITIONS  
OF M-RTL ZRT.  
REGARDING THE SALE OF TELEVISION ADVERTISING  
2023**

**I. DEFINITIONS AND INTERPRETATION**

Terms used in this GCC shall have the following meaning:

**GCC:** shall mean the present general contractual conditions concerning the Sale of Advertising carried out by the Service Provider.

**Channel(s):** shall mean any and all television media services specified under [Annex 1](#), in which regard M-RTL performs sale of advertising.

**In Programme Message:** the identification of the Sponsor simultaneously with the disclosure of the sponsored programme, in a manner not infringing the nature and content of the sponsored programme.

**Exclusive advertising break/commercial:** one single piece of special commercial running in a separate advertising break, in which regard Service Provider doesn't give a GRP guarantee.

**Parties:** the Service Provider and the Client, collectively; and either of them: Party.

**Film:** a commercial or a sponsorship film or a Public Purpose Advertisement film as well as a prize offering spot.

**Film Code:** it shall mean a code to be used jointly by the Parties on the basis of the following method for identifying the Films, which code identifies the given film in all official documents concerning Sale of Advertising (video identification form, order form, confirmation of order, cancellation, amendment, etc.). The letters of the Hungarian alphabet without accentuated letters must be used for encoding. Method of encoding:

- (a) the first three characters (capitalised letters) of the Film Code identify the Agency (e.g. AGE refers to Agency);
- (b) the 4th and 5th digits of the Film Code identify the year concerned (e.g. 23 refers to 2023);
- (c) the 6th, 7th and 8th characters of the Film Code are the first three letters of the name of the Advertiser (e.g. ADV refers to Advertiser);
- (d) the 9th, 10th and 11th characters of the Film Code are the first three letters of the product to be advertised (e.g. PRO refers to Product);
- (e) the 12th and 13th digits of the Film Code identify the version number of the commercial film (e.g. 03 refers to the third reedited version of the film concerned); and
- (f) the 14th and 15th digits of the Film Code identify the length of the commercial film (e.g. 05 refers to 5 seconds).

An example for a Film Code is given as follows: AGE/23/ADV/PRO/03/05 – Agency, 2023, Advertiser, product, 3rd version, 5 seconds. The Film Code of commercial films shall be verified before making an order.

**Guest viewing TSV GRP:** the GRP value by guest viewers represents the totality of the ratings of the advertisement spot by guest viewers in real time or until the end of the 7th day according to the audience measurement carried out by Nielsen Kft. on the target groups made available to the Service Provider complemented by the guest measurement, narrowed down according to age and/or sex. Beyond age and/or sex, the Service Provider does not take into account data derived from the guest measurement of target groups containing other narrowed down data (purchasing power, address, children in household, main shopper, etc.), considering that such narrowing down criteria cannot be clearly identified in relation to guest viewers.

Guest viewer is any person who does not form part of the panel household cooperating with the television audience measurement by Nielsen Kft., but is using a television screen in the given panel household, and indicates this by logging in. ([www.nielsen.com](http://www.nielsen.com))

**Sale of Advertising:** any activity regarding the sale of Advertisements, Product Placement, exposure for Prize Offeror, arrangement and implementation of Sponsorship, and sale of Public Purpose Advertisements, appearing in any form in the television programme flow, broadcast on Channels sold by M-RTL.

**Advertiser:** a person in the interest of which the Advertisement is published, or which orders the publication of the Advertisement in its own interest, and which orders the publication of its product, service, or the trademark thereof, or a reference thereto in a program (Product Placement), and which orders the Public purpose advertisement.

**Campaign:** performance of a commercial or a series of commercials of a given product or service, a Public Purpose Advertisement or a sponsorship film, or a product placement, prize offering or other special display within one calendar month. By agreement between the Parties, a Campaign may be performed in parts. The Client submitting to the Service Provider (a) separate order(s) for a publication advertising a given product or service within the same calendar month, as specified above, shall not be considered as partial performance, that is, it shall be regarded as a campaign.

**Category Exclusivity:** Service Provider reserves the right to provide category exclusivity in the case of certain specific offers (including but not limited to Sponsorship, In-Programme Message, Product Placement, Prize Offering, etc.). Service Provider further reserves the right to define additional subcategories within specific categories, subject to notification of the Client. With regard to the provision of Category Exclusivity, it is the prevailing category classification by Kantar Media that shall be considered as relevant source by Service Provider.

**Cancellation:** any reduction of the budget (including the Sponsorship Fee) determined in the order concerning the given month, including a Campaign lag between successive months, shall be considered as a cancellation.

**List Price (ratecard):** the price determined in the ratecard concerning 30-second commercials published by the Service Provider.

**L-shape:** a split-screen advertisement available while the programs indicated by the Service Provider are aired. An L-shape is displayed on the screen together with the program, in an L-shape, with no sound, and it is mandatory to display the notification 'advertising' as long as it is displayed.

**Client:** the Agency or, in the case of a person that does not have an Agency, the independent Advertiser or Sponsor or Prize Offeror, which got registered with the Service Provider upon properly completing the forms concerning the Sale of Advertising (*Advertiser's Data 2023, attached as Annex 4; and/or Agency Registration Form and Statement 2023, attached as Annex 5*). In the required forms, the following data of the Agency or the Advertiser/Sponsor/Prize Offeror must be given: name, seat/domicile/local office, bank account number, tax registration number/tax identification number, trade directory/registration number, and the name of the Court of Registration keeping the trade directory, mailing address, telephone number, fax number. Furthermore, the Client shall submit as a supplement the copy of its certificate of incorporation issued by the competent court of registration not earlier than 30 days before submission, a copy of the specimen signature of the persons authorized to sign, and in the case of a seat registered outside of Hungary, a copy of a bank account contract not older than 30 days before submission or a certificate issued by the bank proving that the Client holds an account with the bank. By sending to the Service Provider its first order concerning the subject year 2023, the Client automatically accepts this GCC.

**Client Modification:** The change of any data of Client, as detailed in Subclauses a and b of Clause 7, Clauses 15., 16., 17., 18., 19., 20., 21., 22., 23., 24. of Chapter IV of the GCC, without any modification of the budget or the Sponsorship Fee.

**M-RTL:** it shall mean Magyar RTL Televízió Zártkörűen Működő Részvénytársaság (H-1222 Budapest, Nagytétényi út 29.; registered by Fővárosi Törvényszék [Budapest-Capital Regional Court] under Cg.: 01-10-043422).

**Media Provider:** the media provider of the Channel in which regard Service Provider carries out Sale of Advertising.

**Media Act:** Act CLXXXV of 2010 Act on Media Services and on the Mass Media.

**Usage of the Dayparts:** Service Provider shall accept orders for the following dayparts according to the contractual usage of dayparts:

|                                     |  |
|-------------------------------------|--|
| RTL                                 | 05:00–28:59 – all day (19:00–22:59 – prime time)   |
| On channels Cool, RTL KETTŐ, Film+: | 05:00–28:59 – all day (19:00–22:59 – prime time)   |
| Comedy Central                      | 06:00–29:59 – all day (19:00–22:59 – prime time)   |
| Viasat3                             | 06:00–29:59 – all day (19:00 - 22:59 – prime time) |
| AMC                                 | 06:00–29:59  |
| AXN                                 | 06:00–29:59  |
| Boomerang                           | 06:00–29:59  |
| Cartoon Network                     | 06:00–29:59  |
| Comedy Central Family               | 06:00–29:59  |
| Film Mánia                          | 06:00–29:59  |
| Filmcafé                            | 06:00–29:59  |
| HISTORY                             | 06:00–29:59  |
| JimJam                              | 06:00–29:59  |
| Minimax                             | 06:00–29:59  |
| Muzsika TV                          | 05:00–28:59  |
| Nick Jr                             | 06:00–29:59  |
| Nickelodeon                         | 06:00–29:59  |
| NickToons                           | 06:00–29:59  |
| TeenNick                            | 06:00–29:59  |
| Paramount                           | 06:00–29:59  |
| RTL GOLD                            | 05:00–28:59  |
| RTL HÁROM                           | 05:00–28:59  |
| Sorozat+                            | 05:00–28:59  |
| Spektrum                            | 06:00–29:59  |
| Spektrum Home                       | 06:00–29:59  |
| Sport 1                             | 06:00–29:59  |
| Sport 2                             | 06:00–29:59  |
| TV Paprika                          | 06:00–29:59  |
| Viasat Film                         | 06:00–29:59  |
| Viasat2                             | 06:00–29:59  |
| Viasat6                             | 06:00–29:59  |

**NMHH:** the National Media and Infocommunications Authority.

**Net Price:** the gross budget provided by the Clients, excluding Value Added Tax.

**Net – Net Price:** the gross budget provided by the Clients, excluding Value Added Tax, less the Agency Pricing Factor (15 %).

**Total net television expenditure:** billed amount exclusive of VAT, not yet reduced by the 15 % Agency Pricing Factor (or other agency discount/commission, etc. subject to other definitions) and any other discount, i.e. sum of Advertising Fees ordered on the basis of the net price.

**Prize Offering:** the publication and presentation of the prizes provided by the Prize Offeror in connection with the broadcasting of a programme on the Channels.

**Prize Offeror:** a natural person or legal entity that provides a prize in connection with a programme broadcast on the Channels.

**Clock Advertisement:** the Advertisement broadcast on RTL and possibly other channels, on a daily basis, in the advertising break directly preceding the news programme (News) with a fixed starting time.

**Split Screen Advertisement (Split Screen):** a special form of advertising in which the commercial film is broadcast simultaneously with the programme, with a reference to its advertising nature, visually separated from the programme concerned, in a separate window. Split Screen Advertisement is subject to special regulations and rates. E.g.: L shape

**Advertisement:** a programme item aired for a fee or consideration which helps to sell or otherwise use the designated or illustrated goods (including real property), services, rights and obligations or assists in making some other impact desired by the Advertiser, excluding Public Purpose Advertisements and Sponsorship and Product Placement and Prize Offering, provided by the Service Provider in the framework of monthly Campaigns under the provisions of this GCC.

**Advertising Time:** the limited entirety of such parts of the programme flow of the Channel in the course of which Advertising may be published under the provisions of the Media Act the foreign regulations applicable to the Channel, and in the course of which the Service Provider implements the Campaign of Client (including Clock Advertisement, Split Screen Advertisement, Virtual Advertisement, End Split, Teleshopping).

**Share commitment:** the ratio of the volume commitment expressed as a percentage of the total net Television Spending.

**Special programme:** Service Provider reserves the right to apply an additional charge or special price for certain programmes of which Client shall be always notified.

**Service Provider:** M-RTL.

**Sponsorship:** contribution, provided by an enterprise not involved in the provision of media services or the production of audiovisual programmes and cinematographic works, to finance a media service provider of media programme item, provided that it is allowed under the regulations applicable to the given Channel, for the purpose of promoting its name, trademark, image, activity or products.

**Sale of Sponsorship:** organisation and implementation of Sponsorship provided for the production or broadcasting of television programmes broadcast on the Channel or, provided that it is allowed under the regulations applicable to the given Channel, for the Channel as a media service.

**Form of Sponsorship:** parameters pursuant to the offer compiled by the Service Provider, ordered by the Sponsor and confirmed by the Service Provider (e.g. the duration of the sponsorship film, broadcast before and/or after and/or during the sponsored programme, the number and arrangement of sponsored promos relating to the programme item, etc.), the form of publication of the sponsor message on the Channel, and the details of cooperation.

**Sponsorship Period:** a time period within one calendar month specified in the offer compiled by the Service Provider, ordered by the Sponsor and confirmed by the Service Provider, during which the Service Provider shall publish the message of the Sponsor on the Channel.

**Sponsor:** an enterprise, not involved in the provision of audio-visual media services or the production of audio-visual programmes and cinematographic works, pursuant to the applicable laws in force, offering Sponsorship.

**The Sponsorship Fee:** The amount of Sponsorship payable according to the schedule agreed by the Sponsor and the Service Provider in advance, pursuant to the offer compiled by the Service Provider, ordered by the Sponsor and confirmed by the Service Provider.

**Public Purpose Advertisement:** any communication or message which does not qualify as a political advertisement, is not for profit and does not serve advertising purposes, which is published with or without consideration, and which aims to exert an effect on the viewer or the listener of the media service to achieve a public purpose.

**Teleshopping:** shall mean an advertisement which contains a direct offer for the sale or use of goods, services, rights, and obligations by way of establishing contact with the distributor or service provider, in return for payment or consideration, including phone-ins operated as business undertakings published in the media service (Point 65 of Section 203 of the Media Act). If the only difference between teleshopping and (classic) Advertisement is that the former includes a direct offer, then such orders and broadcasts shall be subject to the regulations of this GCC concerning Advertisements, unless provided otherwise by a separate contract.

The broadcast of Teleshopping is carried out to the expense of the Advertising Time, and its duration is deducted from the Advertising Time.

**Teleshopping Window:** shall mean a teleshopping feature with a minimum uninterrupted duration of fifteen minutes (Point 66 of Section 203 of the Media Act). Teleshopping Windows shall always be subject to a separate contract, and the present GCC shall be applicable only to issues not governed by such contract. Teleshopping Windows shall not be counted in the volume commitment and spending share commitment.

**Total Television Spending:** the sum excluding VAT that the Client spends on spot (i.e. Advertising Time) or non-spot (i.e. Sponsorship fee, Prize Offering fee, Product Placement fee) television advertising during the whole of the year concerned (from 1 January to 31 December 2023) on any channel. Any appearance as defined above that is performed not directly by a contract with the Service Provider (that is with the involvement of a third party).

**Product Placement:** any form of commercial communication, which contains a product, a service, a trademark thereof, or any reference thereto, in a manner that they appear in a programme, in return for a payment or other consideration.

**TSV GRP:** the 7-day consolidated Time Shift Viewing GRP value represents the total ratings of the advertisement spot in real time, from the time of the broadcast until the end of the 7th day based on the audience measurement of Nielsen Kft.

**Agency:** the Client that has made a statement in January of the year concerned, by signing the *Agency Registration Form and Statement 2023* that under the applicable rules of law it is entitled to carry out this activity, and orders Sale of Advertising from the Service Provider on its own behalf but in the interest of the Advertiser and/or Sponsor and/or Prize Offeror represented by it. The Service Provider does not register Clients as Agencies who act in their own name and in their own interest.

**Agency Pricing Factor:** 15 % pricing factor relevant to an Agency officially registered with the Service Provider, calculated on the basis of the due amount representing the value of Advertising Time, Sponsorship, or the media cost of Prize Offering and Product Placement, after deducting the volume-based pricing factor and other pricing factors, and before adding VAT. The Agency Pricing Factor is not applicable to penalties, production costs, unscheduled handling and technical costs, default interest, additional charges, and other fees in excess of the price of Advertising Time, Sponsorship, Prize Offering and Product Placement (e.g. royalties), political advertisements, as well as Announcements of Public Interest, and Public Purpose Advertisements. Unauthorised deduction of the Agency Pricing Factor, which decreases the Net Price, shall be re-invoiced by the Service Provider pursuant to the provisions set forth in Clause 4 of Chapter III, subject to Clause 7 of Chapter VIII. Clients who have registered as Agencies, but act in their own name and in their own interest, as well as Agencies in which the Advertiser/Sponsor/Prize Offeror represented by the Agency has ownership shares may not be entitled to claim Agency Pricing Factor. The Agency Pricing Factor may be vindicated only and exclusively if the Agency has properly completed and submits the form concerning the Sale of Advertising (*Agency Registration Form and Statement 2023, attached as Annex 5*) to the Service Provider latest by the date of placing the order.

**Virtual Advertisement:** an advertisement subsequently inserted into the programme signal or the programme item by digital technology or by other methods.

**Acknowledgment:** Provided that Service Provider considers it compliant with the provisions of this GCC, it shall to the extent possible acknowledge (either partially or entirely) the order for Advertisement (including the Virtual Advertisement, the Split Screen Advertisement, the End Split and Clock Advertisement) in writing, within 6 (six) business days of the receipt thereof, but no later than sending of the broadcasting plan containing the detailed spotlist. Upon the acknowledgment, the contract for the provision of the ordered and confirmed services between the Client and the Service Provider is concluded (to the extent covered by the acknowledgment). Such contract obliges the Service Provider to broadcast the ordered and acknowledged ad campaign (provided that it complies with the provisions of this GCC), while the Client to pay the respective fee. In the case of ordering a television spot campaign, the detailed spot list shall be sent 3 business days prior to the subjected month. The Service Provider shall send the updated broadcasting plan, including the detailed spot list, on a weekly basis; however, such plans may subsequently be modified due to the specific operating conditions of television media service providers. To the acknowledgment of orders for Sponsorship, Prize Offering, Product Placement, other special form of display and Public Purpose Advertisement, the provisions of Chapter IV of this GCC shall apply.

**Force Majeure:** any kind of event or occurrence which occurs independently from the Service Provider's will, and which the Service Provider is not able to avoid or prevent through the exercise of all due care, and which inhibits or prevents it from performing its contractual duties. Force Majeure events are especially: fires, floods, earthquakes, landslides, storms, strokes of lightning, epidemics, quarantines, radioactive radiation, requisitions, seizure or nationalization, closing of infrastructures; wars in progress with or without a declaration, hostilities, armed conflicts or foreign attacks, blockades, revolutions, uprisings, rebellions, civil disobedience, commotion, national strikes, stoppage of work, actions by authorities, suspension or stoppage of broadcasting due to technical problems or as a result of actions by authorities, any event or circumstance which results from the applicable law or legal regulations, and which cannot reasonably be foreseen when undertaking the duty.

**Volume Commitment:** the net sum, excluding VAT, that the Client spends on spot (i.e. Advertising Time, Virtual Advertisement, Split Screen Advertisement, End Split, Clock Advertisement) or non-spot (i.e. Sponsorship fee, Prize Offering fee, Product Placement fee) television advertising on the Channels in the year concerned (from 1 January to 31 December 2023), excluding the following television advertising turnover and costs:

- (a) teletext advertisements;
- (b) political advertisements;
- (c) Public Purpose Advertisements;
- (d) Teleshopping windows;
- (e) any television advertising or sponsorship cooperation that is performed not directly by a contract with the Service Provider (that is with the involvement of a third party);
- (f) barter based advertising traffic regardless of its form of publication;
- (g) penalties, unscheduled handling costs;
- (h) technical costs;
- (i) production cost.

## II. PREAMBLE

1. It is exclusively the Service Provider that is entitled to carry out activities relating to Advertising, Sponsorship appearing on the Channel specified in the order or the individual contract, and/or in the programmes of the Channel, and other commercial activities (the sale of Advertising Time, Sponsorship, Product Placement, Prize Offering, merchandising, Internet, teletext, telco, event), and furthermore the publication of Public Purpose Advertisement, etc. in return for payment (Sale of Advertising).

M-RTL is entitled, subject to the notification of the other party in advance, to transfer fully or partially its rights and obligations arising from the contracts regarding the Sale of Advertising, or the rights and obligations specified therein or arising therefrom and relating thereto with unchanged conditions to a third party within the group, in which case it is the third party within the group that orders the Campaign from the Media Provider, and it sells such Campaign to third parties on its own behalf, but in unchanged form. By accepting these GCC, Clients irrevocably grant their explicit consent to the full or partial transfer of contracts regarding the Sale of Advertising and waive their right to withdraw such statement.

M-RTL is entitled, subject to the notification of the other party in advance, to assign fully or partially its claims specified in the contract regarding the Sale of Advertising or those arising therefrom and relating thereto within the company group.

Client grants its explicit consent to the takeover of the obligations of M-RTL specified in the contract regarding the Sale of Advertising or those arising therefrom and relating thereto by a third party.

If M-RTL notifies the Clients about this, also the third party within the group will be entitled to carry out Sale of Advertising on the Channels under the scheme set forth above.

If the authorisation of the third party within the group to carry out Sale of Advertising is terminated, the contracts not yet performed by the third party within the group shall be transferred to M-RTL pursuant to the above provisions. M-RTL shall notify the Clients about the transfer, and the Clients grant their consent to the transfer, and waive their right to withdraw this statement, by having accepted the present GCC.

If the Sale of Advertising is carried out by the third party within the group, Client acknowledges that—in view of the foregoing—the third party within the group renders a mediated service.

2. The present GCC shall be applicable to all contracts of the Service Provider concerning the Sale of Advertising. Issues not regulated herein shall be governed by the applicable provisions of the Hungarian rules of law in force, in particular the Media Act, Act CIV of 2010 on the Freedom of the Press and the Fundamental Rules of Media Content, Act XLVIII of 2008 on the Basic Requirements and Certain Restrictions of Commercial Advertising Activities, and the guidelines and resolutions of NMHH or any other competent supervisory body (hereinafter: “**Authority**”), the Hungarian Code of Advertising Ethics, except where it is obligatory to apply the laws of another country.

The Service Provider reserves the right of changing this GCC unilaterally by Service Provider, and the Client grants its express consent thereto.

The Service Provider shall notify the Client in writing of the amendment of the GCC at least 10 days prior to its entry into force (electronic message is also accepted). This scope of the amendment may not affect the prices specified in the contracts on the provision of ordered and confirmed services, otherwise, it also applies to the already confirmed orders from its date of entry into force. If the amendment contains provisions that are substantially detrimental to the Client, the Client may cancel the order without paying penalties within 5 business days of the receipt of the written notice on the price change. After such date the Client shall pay penalties for Cancellation of orders pursuant to Chapter VII. The cancellation must be justified and contain the provisions of the amendment that contain provisions substantially detrimental to the Client and the reasonable and substantiated explanation as to why the given provisions are detrimental to the Client.

3. Client acknowledges that the Channels sold by M-RTL belong to various, Hungarian, and foreign jurisdictions. Client undertakes and warrants that the content of the Film provided to M-RTL for broadcasting will comply with the legal requirements of the relevant jurisdictions. Compliance of the Films with the applicable laws shall be the exclusive responsibility of Client. M-RTL shall bear no liability whatsoever for the content of the Films. [Annex 3](#) sets forth a non-exhaustive list of the availability of certain provisions of media law under various jurisdictions, for information purposes.
4. The Parties unanimously accept that sending electronic mails (e-mails) is a proper form of official communication in the following cases: placement of an order, Confirmation, Cancellation, modification, etc. The long-term storage of information shall be the responsibility of both Parties. The Service Provider shall not be liable for damages arising from technical errors or any changes in the e-mail address of the Client. The Client shall notify the Service Provider about such changes/operational faults as soon as possible.
5. M-RTL’s declaration made on the basis of the model declaration relating to RTL, set forth in Paragraph 3 of Section 3 of Act XXII of 2014 on Advertising Tax (hereinafter: “**ATA**”), attached hereto as [Annex 7](#) shall be handed it over to the Client by M-RTL at the Client’s written request, within 5 business days of the date of the receipt of such written request. M-RTL is included in the records separately kept by the national tax authority according to Section 7/A of the ATA. In terms of the advertisement published on the other Channels sold by M-RTL the copies of the declarations made by the taxable persons specified in Subsection (1) of Section 3 of ATA form an integral part of the individual agreement concluded with the Client (including the order and the Confirmation without restriction), and at the Client’s written request, M-RTL shall issue them to Client within 5 days of the receipt of such request.
6. The information the Parties disclose to each other in connection with, and during, the Sale of Advertising activity performed by the Service Provider—in particular, in the offer, order, confirmation and the contract—shall qualify as trade secret, Parties agree to keep such information strictly confidential, and shall not disclose or use such information, and make sure that their employees, contractual partners do not disclose or use such information in a manner contrary to the interest of the other Party. An item of information shall not be considered as disclosed or used in a manner contrary to the interests of the other Party if the item of information concerned is legally accessible from any other source, or if its disclosure is mandatory within the framework of a legal procedure—particularly if as part of judicial or official proceedings. The Parties sharing such information with their senior managers, supervisory board members, shareholders/members, financial managers, accountants, auditors, external consultants, financing credit institutions, or any other person participating in the performance, financial settlement or oversight of contracts concerning the Sale of Advertising shall not be considered a violation of confidentiality obligations.  
The Client acknowledges that the Service Provider is, in certain cases, obliged to provide itemized and regular information to the media providers operating the channels sold by the Service Provider on the monthly spending of the Client and/or Advertiser/Sponsor, etc. on the given channel. Parties shall not regard the providing of such information as a trade secret infringement.

7. The Service Provider states that the legal basis for the processing of contact data necessary for the fulfilment of the orders is, where the Client is a natural person, Article 6 paragraph (1) point b) of the GDPR (processing is necessary for the performance of a contract) and, where the Client is a legal person, Article 6 paragraph (1) point f) (processing is necessary for enforcing the legitimate interests of the processor or any of the parties).

Service Provider's privacy notice concerning processing in connection with the registration of Clients and communication with registered Clients is available at [https://rtlsaleshouse.hu/useful\\_info](https://rtlsaleshouse.hu/useful_info). By accepting this GCC, Client hereby declares that it has familiarized itself with, acknowledged and accepted the provisions of the privacy notice.

### **III. BROADCASTING FEE**

1. The Service Provider is not obliged to respond to the requests for quotes that the Service Provider may receive on the basis of the rates included herein or a ratecard delivered/disclosed alternatively to the Clients. If the Service Provider still gives an offer, then it is valid exclusively with regard to the date and method specified in the offer.

2. The fees of Sale of Advertising are determined by Service Provider pursuant to the following basic schemes.

2.1. C/GRP based purchase  
(cost per gross rating point)

The price of Client's C/GRP is determined by the following factors:

- (i) Volume Commitment;
- (ii) Service Provider's share in Client's Total Television Spending;
- (iii) chosen target group of purchase, available on the Channels, at the Service Provider;
- (iv) seasonal index;
- (v) market index modifying the seasonal index;
- (vi) spot length index;
- (vii) package discount;
- (viii) extraordinary overdemand index.

Service Provider shall sell the individual channels either in various Channel packages defined in Annex 1, or in individual channel packages defined in the individual agreements, or individually, subject to the provisions of the present GCC and the individual agreements.

2.2. Purchase at List Price in the case of all Channels

Pricing factors decreasing the List Price are granted by the Service Provider according to the Ratecard set forth in the present GCC, on the basis of the Client's preliminary written commitment for the year concerned.

In respect of the entire portfolio of channels, the price of advertisement time shall be calculated upon the Ratecard 2023, adjusted by the seasonal index applicable to the concerned month.

The pricing factors modifying the List Price shall be determined by the following items:

- (i) Volume Commitment;
- (ii) incidental delay of the deadline of the order;
- (iii) seasonal index;
- (iv) market index modifying the seasonal index;
- (v) spot length index;
- (vi) package discount.

If there is no annual Volume Commitment, then only the volume-based pricing factor may be applied for the given Campaign in accordance with the individual agreements.



If the Client wishes to apply the pricing factor based on the annual Volume Commitment, then it shall make a written annual commitment for the year concerned, which must accurately specify the annual Volume Commitment for the year concerned.

Under no circumstances will the Service Provider give a GRP guarantee in the case of a purchase at List Price.

The Service Provider reserves the right to change the price. The Service Provider shall notify the Client in writing at least 25 days prior to the introduction of the price increase (electronic message is also acceptable). As from the entry into force, the new prices shall apply also to orders that have already been confirmed. Within 5 business days of the receipt of the information on the price change the Client may cancel its order without paying penalties. After such date the Client shall pay penalties for Cancellation of orders pursuant to Chapter VII. Client acknowledges that any potential modification in the price due to the change of the programme structure of the Channels shall not be considered as a price increase. The Service Provider shall, even in this case, do its utmost to notify the Client about such price modification as soon as possible.

### 2.3 “Children” price

Service Provider shall provide so-called “children” prices for the thematic children channels belonging to its portfolio (Boomerang, Cartoon Network, JimJam, Minimax, Nickelodeon, NickJR, NickToons, TeenNick), as well as RTL, in the week-end time range and time ranges dedicated to other children target groups, depending on the programme structure. With regard to this time range, purchases may be made only for the target group 4–14 years or at list prices. The “children” price may be applied to the environment of all programmes broadcast on RTL which are targeted at other children target groups, as determined individually by the Service Provider in its own discretion.

### 2.4 Sponsorship Fee

Under no circumstances will the Service Provider give a GRP guarantee for Sponsorship activity. The Sponsorship activity is subject to the fee pursuant to the order and the Confirmation. The duration of the sponsorship film may be 5 or 10 seconds, at Service Provider’s sole discretion.

If a sponsorship film displays not only the original product but also other products / advertisers, the Service Provider shall be entitled to charge a 15 % “third-party advertiser” surcharge as per product and advertiser, regardless of the duration, intensity of display. The written/verbal display of the logo, name, web contact details and password of other products/advertisers shall count as an exposure of other products/advertisers, regardless of the length of the exposure to view. Websites, social media sites and other media surfaces shall count as other products.

### 2.5 In the case of special program and special advertising (including Teleshopping and Teleshopping Window), advertising on independent channels and program evasion Service Provider reserves the right to apply an additional charge or special price in the above cases, of which Client shall be always notified.

Broadcasts of Exclusive ad blocks/commercial films as well as Teleshopping and Teleshopping Window will be sold by Service Provider subject to specific conditions, and in this regard no GRP guarantee is given.

### 2.6 Product Placement fee

In the case of Product Placement, Service Provider does not give any GRP guarantee. Product Placement is subject to the fee pursuant to the order and the Confirmation. Product Placements will be implemented as a part of the programme item, through insertion into the programme flow, and thus their intensity and length depend in all cases on the given programme item and its content, and may occasionally be subject to change, and therefore the Service Provider does not give any guarantee in this respect. The Service Provider shall—with due regard to the programme item’s character—take all reasonable measures to ensure that no such statements shall be made in connection with the Product Placement which are offensive to the Client,

however, the Service Provider shall bear no liability or obligation (to pay damages, etc.) for any eventual offensive appearances or remarks made in the programme item. The Product Placement fee does not include the cost of the recording and measurement of the Product Placement.

#### 2.7 Prize Offering fee

Under no circumstances will the Service Provider give a GRP guarantee for Prize Offering. Prize Offering shall be subject to the fee pursuant to the order and the Confirmation. The duration of prize offering may be around 5–7 seconds. If a prize offering displays not only the original product but also some other products / advertisers, then the Service Provider shall be entitled to charge 15 % “third-party advertiser” surcharge as per product and advertiser, regardless of the duration of display. The written/verbal display of the logo, name, web contact details and password of other products/advertisers shall count as an exposure of other products/advertisers, regardless of the length of the exposure to view. Websites, social media sites and other media surfaces shall count as other products.

#### 2.8 Media cost of special display

Service Provider shall not provide any GRP guarantee whatsoever in relation to a Clock Advertisement, virtual advertisement, single spot, roadblock, split screen advertisement, other special forms of display.

3. Other pricing factors. The Service Provider may, at its own discretion, grant further pricing factors.
4. In the event of an unjustified use of a pricing factor, Service Provider shall be entitled to reclaim the amount deducted through the use of the pricing factor based on the Ratecard 2023. In accordance with Act LXXVII of 2007, Service Provider will issue a correcting invoice or a reversal invoice in this regard.
5. The Service Provider reserves the right in each case to check and / or audit the share of the Client at any time during the year or following the agreed period in order to ensure the performance of the contractual conditions, provided that the contract includes a Share Commitment. The Client agrees to such checks / audits and is obliged to co-operate while they are performed. If the Client turns out to have provided untrue information about its share, the Client shall bear the expenses of the audit or check, and in addition pay any surcharges if such are imposed.
6. The method applied by Service Provider for calculating the surcharge/pricing factor is set forth in detail in the Ratecard and in Annex 2.
7. The Service Provider determines each Channel package independently. The Service Provider is entitled at any time to change each package and the Channels included in it, in particular if its entitlement to sell any of the Channels, or the given Channel ceases. It does not constitute a breach of contract and Service Provider shall not accept claims for compensation, preclude its liability to the extent permitted by provisions of the Civil Code, if due to termination of a right to a Channel or to the sale of a Channel it is unable to fulfil the confirmed order and/or the agreed GRP quantity. If an order relates to a Package, the order shall remain valid for other Channels included in the Package.

## IV. ORDER

1. Any order regarding Advertising, Sponsorship, Prize Offering and Product Placement shall be placed exclusively in writing.
2. Client irrevocably undertakes to pay the budget indicated in the official order form of the ordered Campaign, or in the case of Sponsorship the Sponsorship Fee, and in the case of other types of publications (Product Placement, Product Offering, special advertising, etc.) the relevant fee.
3. The List Price based commercial offer given by the Service Provider to the Client prior to placing a List Price based order shall not mean a binding offer in terms of the time (place) of the Advertisement, unless otherwise required. The broadcasting times specified in the offer are not obligatory for the Service Provider.

4. The Service Provider determines the times of the broadcasts at its own discretion. Performance of advertising spot Campaigns does not mean that the Service Provider is obliged to broadcast advertising spots on each day of the campaign period, provided that performance is not negatively affected.
5. The deadline of orders is 4 weeks in the case of C/GRP orders and of List Price orders (see Annex 2). The Service Provider shall provide the C/GRP prices and List Prices determined in the contracts exclusively for orders received by the deadlines specified therein.
6. The conditions of C/GRP based and List Price based orders received after the deadline shall be made available pursuant to new agreements by the deadline set forth in the offer.

For technical reasons, orders for a given week shall be received by the Service Provider at latest seven business days preceding the date of the broadcast. The above shall not apply to any period regarding which an individual closing scheme is determined; in respect of these periods, the Service Provider may set different deadlines.

7. Only such orders will be accepted by the Service Provider that include the following data:

(a) In the case of C/GRP based orders:

- (i) the name of the Client;
- (ii) name of the Advertiser;
- (iii) the name of the Channel or the channel package in which regard Client places an order;
- (iv) the name of the product or service to be advertised;
- (iv) the duration of the Campaign, and in particular the specification of the first and the last broadcasting day;
- (vi) the duration of the commercial film intended to be broadcast;
- (vii) the Film Code;
- (viii) the budget in HUF;
- (ix) the target group;
- (x) any other information which may be needed by the Service Provider for the flawless completion of the order.

(b) In the case of List Price based orders:

Only such orders will be accepted by the Service Provider that include the following data:

- (i) the name of the Client;
- (ii) name of the Advertiser;
- (iii) the name of the Channel or the channel package in which regard Client places an order;
- (iv) the name of the product or service to be advertised;
- (v) the duration of the Campaign, and in particular the specification of the first and the last broadcasting day;
- (vi) the duration of the commercial film intended to be broadcast;
- (vii) the Film Code;
- (viii) the budget in HUF;
- (ix) the relevant pricing factors;
- (x) any other information which may be needed by the Service Provider for the flawless completion of the order.

The Service Provider shall accept orders if the data concerning the Client are accurately provided.

If the Client gives an incomplete or incorrect Film Code in the order form, the Service Provider undertakes no responsibility for any damage arising from faulty broadcast.

If an order includes more than one commercial, it has to be unambiguously indicated when each commercial should be broadcast. If the Client requests the broadcasting of more than one commercial films within the same timeframe according to a given —rotational—rate, Service Provider will make an effort to provide the rotational rates within the broadcast plan, and if the Client does not indicate such a rate, the Service Provider will attempt to achieve an even distribution. The Client acknowledges that a deviation of up to 20 % may occur in the broadcast plan compared to the rotational rate which it shall accept as contractual performance by the Service Provider. If an order includes a commercial film that

has not been broadcast yet, then such fact has to be indicated in the order. Any damage and liability arising from the foregoing shall be the responsibility of the Client.

8. Unfeasible Campaigns (due to unrealistic weekly GRP volume or for other reasons, etc.) will be rejected by the Service Provider. If such rejected orders are repeatedly placed, Clauses 2 and 3 of Chapter VII shall take effect. In the case of the rejection of such Campaigns, unless the Campaign is modified, all damages and liabilities arising therefrom shall be borne by the Client, specifically including damages and liabilities arising from the non-performance of its contractual obligations due to such rejection.
9. Service Provider undertakes to perform Campaigns ordered on a C/GRP basis for the entire broadcasting time of the given Channel of channel package. If the Client does not wish to use the entire broadcasting period within the given Campaign, such fact must be communicated to the Service Provider in writing prior to placing the order, and the Service Provider should be consulted whether such possibility is available.

Limited time range within a given day, that is, a specific time range within a given day, is provided by the Service Provider only against a surcharge, specified in Clause 3.3 of the Ratecard. If the Service Provider cannot confirm the acceptance of this requirement, the Campaign shall be performed by the Service Provider without considering this requirement. If the Client cancels the Campaign in the latter case, the Service Provider shall proceed pursuant to the provisions of this GCC concerning the Cancellation of an order.

If Client does not wish to use each day of the calendar week within the given Campaign in the case of a C/GRP based order, then such fact must be communicated to the Service Provider in writing, by including such information in the order, and the Service Provider must be consulted on whether such possibility is available. Orders limited to certain days of the calendar week will be satisfied by the Service Provider only against a surcharge specified in Clause 3.3 of the Ratecard. If the Service Provider cannot confirm the acceptance of this requirement, the Campaign shall be performed by the Service Provider without considering this requirement. If the Client cancels the Campaign in the latter case, the Service Provider shall proceed pursuant to the provisions of this GCC concerning the Cancellation of an order.

During the order period, the Service Provider undertakes to perform Campaigns ordered on a C/GRP basis only by using the entire programme structure suitable for the target group specified in the order.

If the Client does not wish to appear in the environment of certain programmes either with regard to a given Campaign ordered on a C/GRP basis, or with regard to the entire contractual period, such fact must be communicated to the Service Provider in writing prior to placing the given order or the conclusion of the annual contract, and the Service Provider must be consulted about whether such possibility is available. Such prior written request of the Client may be satisfied by the Service Provider on the basis of a specific agreement. If the Service Provider cannot confirm the acceptance of such request, the Campaign/Campaigns will be performed by the Service Provider without considering this request.

10. The Client acknowledges that no order shall be considered as accepted by the Service Provider unless the acknowledgment of such order is confirmed by the Service Provider. The Service Provider shall not be liable for fulfilling orders that have not been confirmed.
11. The Service Provider shall send to the Client the broadcasting plan, comprising a detailed spot list based on the order, including the data set forth in Section 7 of Chapter IV, at least 3 business days before the date of the first broadcasting of the commercial film. The Client may submit written remarks to the Service Provider within 1 (one) business days of the receipt of the broadcasting plan.
12. The Service Provider may, any time at its own discretion, change the time of the C/GRP based orders for commercial films. The Service Provider shall send the updated broadcasting plan, including the detailed spot list, on a weekly basis; however, such plans may subsequently be modified due to the specific operating conditions of television media service providers. The Service Provider shall be liable for verifying the accuracy of the data therein, with special regard to the Film Codes. The Client may submit written remarks to the Service Provider within 1 (one) business days of the receipt of the broadcasting plan. If the Client does not submit any remarks on the broadcasting plan sent along with the detailed spot list, then the broadcasting plan shall be considered as accepted by the Client, and the latter may not raise any objection to the performance on the basis thereof.

13. Service Provider's failure to meet the special requirement/requirements of the Client (see Clauses 8 and 9 of Chapter IV of the GCC) does not affect the performance of the Clients' annual spending commitment, that is, the Client will not be exempt from the obligation to perform its annual commitment thereby.
14. If the commercial film is longer than specified in the order, then Service Provider may reject its broadcast. If Service Provider rejects the broadcast of a given commercial film, then it will be considered as a Cancellation by the Client, and therefore such case will be subject to Clause 2 of Chapter VII of the GCC. If the commercial film is still accepted in spite of its length, then the Client shall pay a broadcasting fee on the basis of the actual duration, as well as the surcharge set forth in Clauses 1 and 3 in Chapter VII (Modifications) of the GCC.
15. Sponsorship

Orders concerning Sponsorship are placed on the basis of the offer accepted jointly by the Service Provider and the Client, and the rates included in the offer.

Any order regarding Sponsorship shall be placed exclusively in writing. Only such Sponsorship orders will be accepted by the Service Provider that include the following data:

- (i) the name of the Sponsor;
- (ii) If Sponsorship is ordered not through an Agency, then the Sponsor's:
  - a. name,
  - b. tax registration number/tax identification number,
  - c. in the case of legal entities, the company registration number/registration number, and
  - d. domicile/seat;
- (iii) Name of the sponsor brand, brand, product, etc.;
- (iv) If Sponsorship is ordered through an Agency, then the Agency's:
  - a. corporate name,
  - b. tax registration number,
  - c. its company registration number/registration number, and
  - d. seat;
- (v) the name of the sponsored programme item;
- (vi) the name of the Channel;
- (vii) the Sponsorship Period;
- (viii) the form of Sponsorship;
- (ix) The duration of the sponsorship film;
- (x) the Sponsorship Fee;
- (xi) if the Sponsor wishes to use several different sponsorship films (including the change of films due to rotation of front-pages), the indication of such intention.

By signing the offer for Sponsorship and sending it to the Service Provider, the Client accepts the terms included in the offer for Sponsorship, compiled by the Service Provider, and undertakes the obligation towards the Service Provider to comply with its terms and to pay the Sponsorship Fee.

With the order, the Client declares that the Sponsor does not provide audiovisual media services, nor is it involved in the production of audiovisual programs or film works and is aware that such a company cannot support programs and media services. The Client acknowledges that the Service Provider is not obligated to examine compliance with the provisions of this clause and that any and all damage and liability shall be borne by the Client, and, in respect of any resulting claims, Service Provider – or the Media Provider of the Channel— – shall be entitled to act according to the provisions of Chapter X.

Client must send its order to Service Provider at least 10 (ten) business days prior to the date of first broadcast in the case of channels other than RTL, and at least 7 (seven) business days before the date of first broadcast in the case of RTL.

The Service provider shall confirm the acknowledgment of the order in writing, within 6 working days of the receipt thereof. The Client acknowledges that no order shall be considered as accepted by the Service Provider unless the acknowledgment of such order is confirmed by the Service Provider. The Service Provider shall not be liable for orders that have not been confirmed.

Service Provider's Confirmation shall include:

- (i) the name of the Sponsor;
- (ii) The name of the Agency, if Sponsorship is ordered through an Agency;
- (iii) Name of the sponsor brand, brand, product, etc.;
- (iv) the name of the sponsored programme item;
- (v) the name of the Channel;
- (vi) the Sponsorship Period;
- (vii) the form of Sponsorship;
- (viii) the duration of the sponsorship film;
- (ix) the Sponsorship Fee;
- (x) if the Sponsor wishes to use several different sponsorship films and this wish was already mentioned in the order (including the change of films due to rotation of front-pages), the indication thereof.

If the Client wishes to use 3 or more types of sponsorship films in one Campaign, the Service Provider may charge an additional fee according to the below: 25 % of the campaign's media value in the case of 3 types of spots, 50 % of the campaign's media value in the case of 4 types of spots, 75 % of the campaign's media value in the case of 5 types of spots, 100 % of the campaign's media value in the case of 6 or more types of spots.

If the sponsorship film is longer than specified in the order, the Service Provider may reject its broadcast, which shall be deemed as a Cancellation by Client, and is therefore subject to Clause 8 of Chapter VII of the GCC.

#### 16. In Programme Message

In the case of an order for In Programme Messages, the provisions pertaining to Sponsorship in Clause 15 of Chapter IV shall be applicable.

#### 17. Product Placement

Orders concerning Product Placement shall be placed on the basis of the offer accepted jointly by the Service Provider and the Client, and the prices included in the offer.

Any order regarding Product Placement shall be placed exclusively in writing. Only such orders for product placement will be accepted by the Service Provider that include the following data:

- (i) The name of the Advertiser (e.g. name of the product to be displayed);
- (ii) In cases where the order for Product Placement is placed not through an Agency, then the Advertiser's:
  - a. name,
  - b. tax registration number/tax identification number,
  - c. company registration number/registration number, and
  - d. domicile/seat;
- (iii) The name of the brand to be displayed;
- (iv) In cases where Product Placement is ordered through an Agency, the Agency's:
  - a. corporate name,
  - b. tax registration number,
  - c. company registration number/registration number and
  - d. seat;
- (v) The name of the programme item in which the Product Placement occurs.
- (vi) The name of the Channel;
- (vii) The cooperation period;
- (viii) The details, method and other conditions of Product Placement;
- (ix) The fee, consideration and relating costs of Product Placement.

By signing the offer for Product Placement and sending it to the Service Provider, the Client accepts the terms included in the offer for Product Placement, compiled by the Service Provider, and undertakes the obligation towards the Service Provider to comply with its terms and to pay the fee and other relating costs of Product Placement.

Client and Service Provider shall hold prior written consultations about the shooting dates, the exact date, method, etc. of the product handover.

The Service provider shall confirm the acknowledgment of the order in writing, within 6 working days of the receipt thereof. The Client acknowledges that no order shall be considered as accepted by the Service Provider unless the acknowledgment of such order is confirmed by the Service Provider. The Service Provider shall not be liable for fulfilling orders that have not been confirmed.

Service Provider's Confirmation shall include:

- (i) Name of the Advertiser;
- (ii) In cases where Product Placement is ordered through an Agency, the Agency's name;
- (iii) Name of the brand, product, etc. to be displayed;
- (iv) The name of the programme item in which the Product Placement occurs;
- (v) the name of the Channel;
- (vi) The cooperation period;
- (vii) The fee and relating costs of Product Placement.

#### 18. Prize Offering

Orders concerning Prize Offering shall be placed on the basis of the offer accepted jointly by the Service Provider and the Client, and the prices included in the offer.

Any order regarding Prize Offering shall be placed exclusively in writing. Only such orders for Prize Offering will be accepted by the Service Provider that include the following data:

- (i) The name of the Prize Offeror offering the prize;
- (ii) In cases where the order for Prize Offering is placed not through an Agency, then the Prize Offeror's:
  - a. name,
  - b. tax registration number / tax identification number,
  - c. company registration number/registration number, and
  - d. domicile/seat;
- (iii) The name of the product (prize) to be displayed;
- (iv) if Prize Offering is ordered through an Agency, then the Agency's:
  - a. corporate name,
  - b. tax registration number,
  - c. company registration number/registration number and
  - d. seat;
- (v) The name of the programme item in which regard the prize is offered;
- (vi) the name of the Channel;
- (vii) The cooperation period;
- (viii) The value of the prize;
- (ix) The fee, method and other conditions of Prize Offering;

By signing the offer for Prize Offering and sending it to the Service Provider, the Client accepts the terms included in the offer for Prize Offering, compiled by the Service Provider, and undertakes the obligation towards the Service Provider to comply with its terms and to pay the media fee and other relating costs of Prize Offering. It shall be the obligation of the Client to properly provide the prize. Client shall be obliged to hand over the prize and pay the taxes levied on the prize, and the relating costs shall be borne by Client. Client shall satisfy this obligation in a manner to keep Service Provider free of any cost or obligation arising therefrom. Client undertakes to pay the taxes and contributions payable after the Prize. Client shall submit its order to Service Provider at least 10 (ten) business days prior to the first broadcast.

The Service provider shall confirm the acknowledgment of the order in writing, within 6 working days of the receipt thereof. The Client acknowledges that no order shall be considered as accepted by the Service Provider unless the acknowledgment of such order is confirmed by the Service Provider. The Service Provider shall not be liable for fulfilling orders that have not been confirmed.

Service Provider's Confirmation shall include:

- (i) The name of the Prize Offeror;
- (ii) The Agency's name, if Prize Offering is ordered through an Agency;
- (iii) The name of the product (prize) to be displayed;
- (iv) The name of the programme item relating to the Prize Offering;
- (v) The name of the Channel;
- (vi) The duration and intensity of the display of Prize Offering (prize offering spot);
- (vii) The cooperation period;
- (viii) The fee and relating costs of Prize Offering;

Service Provider shall notify Client about the names and addresses and other required data of the winners, and Client is obliged to ensure at its own cost that the Prizes are physically handed over to the winners within such a reasonable deadline that allows the winner to use the prize, but at latest within 15 days of the receipt of Service Provider's notification, and thereafter Client shall certify the handover of the Prize by drawing up a certificate of receipt or any other appropriate documents confirming the handover. The costs and damages arising from the improper provision and/or late handover of the prize shall be solely and exclusively borne by the Client. In case of late handover of the prize, the Client shall pay penalty to the Service Provider in the amount of HUF 100,000 per each commenced week of the delay, within 8 days from the receipt of the Service Provider's respective call for payment. The Client warrants that it will process personal data received in accordance with applicable data protection regulations and any penalty resulting from a breach of such regulations by the Client shall be borne exclusively by the Client.

If the prize can be used on a specific date or by a specific deadline only, the Prize Offering may only be displayed by the end of the week preceding the given date or deadline in order to make sure that the winner is in the position to use the prize. The prize offering spot may be displayed during the week when the prize can be used upon the expressed request and liability of the Client, with the proviso, that the spot will not be broadcasted anymore 1 business day prior to the date when the prize can be used in order to make sure that the winner is in the position to use the prize.

The Service Provider's obligation to provide the winner's data to the Client shall be deemed performed by sending the hereinabove listed data to the e-mail address determined as contact address in a verifiable way.

## 19. Clock Advertisement

Orders concerning Clock Advertisement are placed based on the offer accepted jointly by the Service Provider and the Client and the rates included in the offer. Clock Advertisement orders shall include the following:

- (i) the name of the Client;
- (ii) name of the Advertiser;
- (iii) the name of the product or service to be advertised;
- (iv) the days/schedule of the Clock Advertisement broadcast;
- (v) the duration and Film Code of the commercial film to be broadcast;
- (vi) the budget in HUF;
- (vii) the name of the Channel;
- (viii) all other information required by the Service Provider for the proper performance of the order.

By signing the offer for clock Advertisement and sending it to the Service Provider, the Client accepts the terms included in the offer for Clock Advertisement, compiled by the Service Provider, and undertakes the obligation towards the Service Provider to comply with its terms and to pay the budget and other relating costs thereof.

The Client shall submit its order to the Service Provider at least 15 business days prior to the first broadcast.

The Client acknowledges that no order shall be considered as accepted by the Service Provider unless the acknowledgment of such order is confirmed by the Service Provider. The Service Provider shall not be liable for fulfilling orders that have not been confirmed.

Service Provider's Confirmation shall include:

- (i) The name of the Client;



- (ii) name of the Advertiser;
- (iii) the name of the product or service to be advertised;
- (iv) the days/schedule of the Clock Advertisement broadcast;
- (v) the duration and Film Code of the commercial film to be broadcast (if available);
- (vi) the budget in HUF;
- (vii) the name of the Channel

## 20. Split Screen Advertisement

Orders concerning Split Screen Advertisement are placed based on the offer accepted jointly by the Service Provider and the Client and the rates included in the offer. Orders for Split Screen Advertisement shall include the following:

- (i) the name of the Client;
- (ii) name of the Advertiser;
- (iii) the name of the product or service to be advertised;
- (iv) the date and programme environment of the Split Screen Advertisement;
- (v) the name of the Channel;
- (vi) the duration and Film Code of the commercial film to be broadcast;
- (vii) the budget in HUF; and
- (viii) all other information required by the Service Provider for the proper performance of the order.

By signing the offer for clock Split Screen Advertisement and sending it to the Service Provider, the Client accepts the terms included in the offer for Split Screen Advertisement, compiled by the Service Provider, and undertakes the obligation towards the Service Provider to comply with its terms and to pay the budget and other relating costs thereof.

The Client shall submit its order to the Service Provider at least 15 business days prior to the first broadcast.

The Client acknowledges that no order shall be considered as accepted by the Service Provider unless the acknowledgment of such order is confirmed by the Service Provider. The Service Provider shall not be liable for fulfilling orders that have not been confirmed.

Service Provider's Confirmation shall include:

- (i) the name of the Client;
- (ii) name of the Advertiser;
- (iii) the name of the product or service to be advertised;
- (iv) the date and programme environment of the Split Screen Advertisement;
- (v) the name of the Channel;
- (vi) the duration and Film Code of the commercial film intended to be broadcast, if available;
- (vii) the budget in HUF.

## 21. End Split (split screen advertisement during the end title)

Orders concerning End Splits are placed on the basis of the offer accepted jointly by the Service Provider and the Client and the rates included in the offer. Orders for End Splits must include:

- (i) the name of the Client;
- (ii) name of the Advertiser;
- (iii) the name of the product or service to be advertised;
- (iv) the date and programme environment of the End Split;
- (v) the name of the Channel;
- (vi) the duration and Film Code of the commercial film to be broadcast;
- (vii) the budget in HUF; and
- (viii) all other information required by the Service Provider for the proper performance of the order.

By signing the offer for End Split Advertisement and sending it to the Service Provider, the Client accepts the terms included in the offer for End Split Advertisement, compiled by the Service Provider, and undertakes the obligation towards the Service Provider to comply with its terms and to pay the budget and other relating costs thereof.

The Client shall submit its order to the Service Provider at least 15 business days prior to the first broadcast.

The Client acknowledges that no order shall be considered as accepted by the Service Provider unless the acknowledgment of such order is confirmed by the Service Provider. The Service Provider shall not be liable for fulfilling orders that have not been confirmed.

Service Provider's Confirmation shall include:

- (i) the name of the Client;
- (ii) name of the Advertiser;
- (iii) the name of the product or service to be advertised;
- (iv) the date and programme environment of the End Split;
- (v) the name of the Channel;
- (vi) the duration and Film Code of the commercial film intended to be broadcast, if available;
- (vii) the budget in HUF.

22. Other forms of special advertising

Orders concerning other forms of special advertising shall be placed on the basis of the offer accepted jointly by the Service Provider and the Client and shall be subject to the rates included in the offer. Orders for special advertising shall include the following:

- (i) the name of the Client;
- (ii) name of the Advertiser;
- (iii) the name of the product or service to be advertised;
- (iv) the dates/schedule of the broadcast of special advertising;
- (v) the name of the Channel;
- (vi) the duration and Film Code of the other form of display to be broadcast;
- (vii) the budget in HUF;
- (viii) all other information required by the Service Provider for the proper performance of the order.

By signing the offer for other special forms of advertising and sending it to the Service Provider, the Client undertakes accepts the terms included in the offer for such other special form of display, compiled by the Service Provider, and undertakes the obligation towards the Service Provider to comply with its terms and to pay the budget and other relating costs thereof.

The Client shall submit its order to the Service Provider at least 20 business days prior to the first broadcast.

The Service provider shall confirm the acknowledgment of the order in writing, within 6 working days of the receipt thereof. The Client acknowledges that no order shall be considered as accepted by the Service Provider unless the acknowledgment of such order is confirmed by the Service Provider. The Service Provider shall not be liable for fulfilling orders that have not been confirmed.

Service Provider's Confirmation shall include:

- (i) the name of the Client;
- (ii) name of the Advertiser;
- (iii) the name of the product or service to be advertised;
- (iv) the dates/schedule of the broadcast of special advertising;
- (v) the name of the Channel;
- (vi) the duration and Film Code of the display to be broadcast, if such data is available;
- (vii) the budget in HUF.

## 23. Virtual Advertisement

Orders concerning Virtual Advertisement shall be placed on the basis of the offer accepted jointly by the Service Provider and the Client, and the prices included in the offer. Orders for Virtual Advertisements shall include the following:

- (i) the name of the Client;
- (ii) name of the Advertiser;
- (iii) the name of the product or service to be advertised;
- (iv) the date and programme environment of the Virtual Advertisement;
- (v) the name of the Channel;
- (vi) the duration of the advertisement to be broadcast;
- (vii) the budget in HUF; and
- (viii) all other information required by the Service Provider for the proper performance of the order.

By signing the offer for Virtual Advertisement and sending it to the Service Provider, the Client accepts the terms included in the offer for Virtual Advertisement, compiled by the Service Provider, and undertakes the obligation towards the Service Provider to comply with its terms and to pay the budget and other relating costs thereof.

The Client shall submit its order to the Service Provider at least 20 (twenty) business days prior to the campaign month.

The Client acknowledges that no order shall be considered as accepted by the Service Provider unless the acknowledgment of such order is confirmed by the Service Provider. The Service Provider shall not be liable for fulfilling orders that have not been confirmed.

Service Provider's Confirmation shall include:

- (i) the name of the Client;
- (ii) name of the Advertiser;
- (iii) the name of the product or service to be advertised;
- (iv) the date and programme environment of the Virtual Advertisement;
- (v) the name of the Channel;
- (vi) the duration of the advertisement to be broadcast;
- (vii) the budget in HUF.

## 24. Public Purpose Advertisement

Orders concerning the broadcast of Public Purpose Advertisement are placed on the basis of the offer accepted jointly by the Service Provider and the Client, and the rates included in the offer. Orders for Public Purpose Advertisement shall include the following:

- (i) the name of the Client;
- (ii) name of the Advertiser;
- (iii) the description of the purpose of the Campaign;
- (iv) the date and programme environment of the Public Purpose Advertisement;
- (v) the name of the Channel (exclusively channels that belong to the portfolio of RTL Hungary);
- (vi) the duration and Film Code of the Public Purpose Advertisement film to be broadcast;
- (vii) the budget in HUF; and
- (viii) a document certifying the non-profit nature of Client must be attached to the order if the Client has such status.

By signing the offer for Public Purpose Advertisement and sending it to the Service Provider, the Client accepts the terms included in the offer for Public Purpose Advertisement, compiled by the Service Provider, and undertakes the obligation towards the Service Provider to comply with its terms and to pay the budget and other relating costs thereof.

Client shall send the order to Service Provider at least 15 (fifteen) business days prior to the date of first broadcast in the case of channels other than RTL, and at least 10 (ten) business days before the date of first broadcast in the case of RTL.

The Service Provider shall confirm the acknowledgment of the order in writing, within 6 business days prior to the first date of broadcast. The Client acknowledges that no order shall be considered as accepted by the Service Provider unless the acknowledgment of such order is confirmed by the Service Provider. The Service Provider shall not be liable for fulfilling orders that have not been confirmed.

Service Provider's Confirmation shall include:

- (i) the name of the Client;
- (ii) name of the Advertiser;
- (iii) the description of the purpose of the Campaign;
- (iv) the date and programme environment of the Public Purpose Advertisement (broadcasting schedule);
- (v) the name of the Channel (exclusively channels that belong to the portfolio of RTL Hungary);
- (vi) the duration and Film Code of the Public Purpose Advertisement intended to be broadcast, if available;
- (vii) the budget in HUF, if publication is provided for consideration.

## **V. THE PROVISION OF ADVERTISING TIME AND THE PERFORMANCE OF OTHER ORDERS, CAMPAIGN**

1. Service Provider undertakes to perform the Client's Campaign during the ordered and confirmed Advertising Time and broadcast its sponsorship film in the environment of the given programme item. In respect of the Advertisement, the Service Provider shall send the updated broadcasting plan, including the detailed spot list, on a weekly basis; however, such plans may subsequently be modified due to the specific operating conditions of television media service providers. Service Provider undertakes to perform the ordered and confirmed GRP quantity during the entirety of the campaign period, regardless of the weekly breakdown. It shall broadcast Sponsorship films pursuant to conditions set forth in the order and the Confirmation.

Taking into account that the performance of Campaigns is significantly affected by Channel rating trends and other circumstances, discrepancies are possible in the amount of the ordered and performed GRP; in such a case the Service Provider shall strive to settle the HUF value of the under-/overperformed GRP during the following Campaigns in the year concerned.

If the net value of the GRP quantity corresponding to a Client's annual order was fulfilled at a rate of at least 95 % for the year concerned, the Parties shall consider that as contractual performance by the Service Provider, and the Service Provider shall be entitled to issue an invoice for the fees pursuant to the agreement.

If the performance of the campaigns is not possible in the Advertising Time available on the Channels for any reason, then the Service Provider shall be entitled to reject in part or whole even the already confirmed orders without any obligation of payment or compensation, and it shall be entitled to prioritise the orders at its own discretion in the course of performing the Campaigns, taking into account in particular the level of the advertising fee of the orders.

2. The performance of the ordered and confirmed GRP quantity is determined based on the sum of TSV GRP and Guest viewing TSV GRP values. The performance of C/GRP based campaigns shall be calculated by the Service Provider on the basis of the sum of the GRPs of the individual commercial films, rounded off to one decimal place.  
The final value of TSV GRP and Guest viewing TSV GRP is made available on the 8th business day after broadcast and, accordingly, the final GRP value of the ad campaign can be finalized only after the 8th business day following the last advertisement spot.

After each month, when the TSV data become available, the Service Provider shall send the data concerning the campaigns included in the orders for the purpose of a performance reconciliation (recon). The Client may submit written remarks within 15 days from receipt of the reconciliation report. Failing this, the data sent by the Service Provider shall be considered relevant, and the Client shall bear all liability

for damages arising from this, while the Service Provider shall not accept any claim in damages, and it excludes its liability for damages according to the provisions of the Civil Code in the scope which can be legitimately excluded.

3. The Service Provider shall provide no sector and category exclusivity within an advertisement break.
4. The placement of various products of a Client/Advertiser into a single advertisement break cannot be excluded or objected.
5. The order of the commercial films included in an advertisement break shall be determined by the Service Provider. Also, the number of miscellaneous commercial films running between dual spots shall be determined by the Service Provider.
6. The Service Provider shall be entitled to refuse broadcasting any time if the Film
  - (i) potentially violates law;
  - (ii) violates the business interests or internal policies of Service Provider or Media Provider;
  - (iii) contradicts the image of the Channel;
  - (iv) is incompatible with the norms of advertising ethics, the Code of Conduct;
  - (v) is disapproved, either officially or informally, by the NMHH, the Media Council or any other competent body, or
  - (vi) violates any section of the present GCC.

With regard to cases determined in the present Section, the Service Provider shall not be liable for any damages whereas the Client shall be obliged to pay the penalty specified in Chapter VII. In the case the Service Provider rejects to broadcast the Film because it has been disapproved, either officially or informally, by NMHH, the Media Council or any other competent body, then the Client shall be exempt from the obligation to pay the penalty if it alters the Film at its own cost, in accordance with the request of the Service Provider, within 8 days of the request to that effect. The approval of the films does not relieve the Client from the obligations specified in the present GCC, and in other contracts made by and between the Client and the Service Provider.

7. If the confirmed Film is not, or not properly, broadcast due to faults occurring within the scope of control of the Service Provider, then the Service Provider, after consulting with the Client, shall indemnify the Client for the loss by providing another publication or Advertising Time, which shall be accepted by the Client as full compensation. Such indemnification is carried out as follows: the damages claimed by the Client shall be settled by the Service Provider in a manner that the Client shall devote the amount of damages accepted by both Parties (in the case of disputes: damages awarded by the court) for ordering Advertising from the Service Provider against the cost of which the amount of damages shall be set off. In the case of a List Price based purchase, the value of such broadcasts shall be calculated and set off against the claim for damages on the basis of the ratecard of the Service Provider and their gross broadcasting value may not exceed the gross value of the non-performed or faulty broadcasts. In the case of a C/GRP based purchase, the amount to be compensated will be based on the final C/GRP valid for the Campaign month of the objected broadcast and the rating reached by the faulty broadcast of the commercial film(s). In case of an omitted broadcast, it shall be compensated by performance of the GRP ordered in relation to the Campaign.

Client shall inform the Service Provider about its claim for damages within 5 business days from the date of the non-performance or faulty broadcasting of the broadcast of the Advertising. Failing this the Service Provider shall not accept the claim for damages, and it excludes its liability for damages according to the provisions of the Civil Code in the scope which can be legitimately excluded.

The Service Provider does not accept and claim for damages and does not bear any obligation to provide compensation for damage in the case of broadcasting which has been cancelled or performed defectively due to a Force Majeure event. The non-performed or faulty Advertising Times due to Force Majeure will not be invoiced by Service Provider to the Client.

8. The Client acknowledges that the Media Provider is entitled to change the program any time at its own discretion, in particular, inter alia, it is entitled to modify or postpone the broadcasting time, starting time, etc. of the programs. Furthermore, the Media Provider may, at its own discretion, decide not to schedule a specific program, in which case the Service Provider shall not be obligated to fulfil the service it

undertook, and Client shall not be obligated to pay consideration for the service. In such cases, the Client shall not have any right whatsoever to claim damages from the Service Provider.

9. In the case of a List Price agreement, if a programme change is known in advance, the Service Provider shall offer Advertising Time in a block of identical category and programme environment. This can be refused by the Client without paying any surcharge/penalty, but he is not entitled to a claim in damages against the Service Provider in this case. The change of the broadcast time of a sponsored programme item does not affect the conditions of Sponsorship. However, the Service Provider is obliged to notify the Client about the change of the broadcast time of a sponsored programme item within 5 business days—of his obtaining knowledge of the change.

If the price rate category is changed as a result of a change in the programme, then the Service Provider shall notify the Client in the prevailing weekly structure; in the case of commercial films already confirmed, the Service Provider shall send a separate Confirmation to the Clients. Such change in the price of advertisement broadcasting shall not be considered as a price change according to Chapter III clause 2.2, and the Service Provider shall not bear an obligation to notify in advance.

10. Client shall remain liable to perform its payment obligation even in the case of unexpected changes in the programme or a delay in the programme. The Service Provider shall not be under any obligation to pay damages due to a change in the programme. A delay occurring in the course of broadcasting which does not affect the programme environment shall not be regarded as a change in the programme or faulty performance.

11. Clock Advertisement

It is a special form of advertising which is sold by the Service Provider at individual rates in the framework of monthly Campaigns. The Clock Advertisement requires an individual agreement.

The following conditions shall apply for the Clock Advertisement:

- (i) The Clock Advertisement is made available on the basis of a special offer at fix price, and therefore Service Provider grants no rating guarantee for the Clock Advertisement.
- (ii) In the case of the Clock Advertisement, the minimum length of the commercial film is 10 seconds, while the maximum length is 45 seconds.
- (iii) Clock Advertisement orders may not be cancelled after Confirmation unless by paying 100 % penalty and only if the safety of broadcasting is not endangered.
- (iv) An ordered and confirmed Clock Advertisement may be modified (with regard to scheduling, film length, etc.) in accordance with Annex 2 calculated on the basis of the originally ordered budget, subject to the confirmation by Service Provider.
- (v) The commercial film required for the Clock Advertisement shall be delivered by Client to the Service Provider 6 business days before the first day of broadcast, by 12:00 noon.
- (vi) The broadcast of the Clock Advertisement is carried out to the expense of the Advertising Time.

12. Split Screen Advertisement

It is a special form of advertising which is sold by the Service Provider at individual rates in the framework of monthly Campaigns.

The following conditions shall apply for the Split Screen Advertisement (list is not comprehensive):

- (i) The Split Screen Advertisement is made available on the basis of a special offer at fix price, and therefore the Service Provider grants no rating guarantee for the Split Screen Advertisement.
- (ii) In the case of Split Screen Advertisement, the minimum length of the commercial film is 10 seconds, while the maximum length is 20 seconds.
- (iii) Split Screen Advertisement orders may not be cancelled after Confirmation unless by paying 100 % penalty and only if the safety of broadcasting is not endangered.
- (iv) An ordered and confirmed Split Screen Advertisement may be modified (with regard to scheduling, film length, etc.) in accordance with Annex 2 calculated on the basis of the originally ordered budget, subject to the confirmation by Service Provider.

- (v) The commercial film required for the Split Screen Advertisement shall be delivered by Client to the Service Provider 6 business days before the first day of broadcast, by 12:00 noon.
- (vi) The broadcast of Split Screen Advertisement is carried out to the expense of the Advertising Time.
- (vii) The Split Screen Advertisement window shall not be larger than half of the area of the screen, and its advertising nature must be visibly indicated.

13. End Split (split screen advertisement during the end title)

It is a special form of advertising which is sold by the Service Provider at individual rates in the framework of monthly Campaigns.

Regulations applicable to End Split (non-exhaustive list):

- (i) End Split is made available on the basis of a special offer at fix price, and therefore the Service Provider grants no rating guarantee for End Split.
- (ii) In the case of Split Screen Advertisement, the minimum length of the commercial film is 10 seconds, while the maximum length is 20 seconds.
- (iii) End Split orders may not be cancelled after Confirmation unless by paying 100 % penalty and only if the safety of broadcasting is not endangered.
- (iv) An ordered and confirmed Clock Advertisement may be modified (with regard to scheduling, film length, etc.) in accordance with Annex 2 calculated on the basis of the originally ordered budget, subject to the confirmation by Service Provider.
- (v) The commercial film required for the End Split shall be delivered by the Client to the Service Provider 6 business days before the first day of broadcast, by 12:00 noon.
- (vi) The broadcast of End Split is carried out to the expense of the Advertising Time.
- (vii) The End Split window shall not be larger than half of the area of the screen, and its advertising nature must be clearly indicated on the screen.

14. Virtual Advertisement:

It is a special form of advertising which is sold by the Service Provider at individual rates in the framework of monthly Campaigns.

Virtual Advertisements shall be subject to the following regulations (non-exhaustive list):

- (i) The Virtual Advertisement is made available on the basis of a special offer at fix price, and therefore Service Provider grants no rating guarantee for the Virtual Advertisement.
- (ii) In the case of the Virtual Advertisement, the length of the commercial film is 10 seconds.
- (iii) Confirmed orders for Virtual Advertisements may be cancelled subject to the payment of 100 % penalty provided that the safety of broadcasting is not endangered.
- (iv) The commercial film required for the Virtual Advertisement shall be delivered by Client to the Service Provider 10 business days before the first day of broadcast, by 12:00 noon.
- (v) The broadcast of the Virtual Advertisement is carried out to the expense of the Advertising Time.

15. Public Purpose Advertisement:

Special form of advertising, which is sold by the Service Provider based on the application of individual pricing. The Service Provider sells Public Purpose Advertisement exclusively on channels that belong to the portfolio of RTL Hungary (see Annex 1). The pricing of a Public Purpose Advertisement is determined individually in the offer accepted jointly by the Service Provider and the Client.

The following conditions shall apply for the Public Purpose Advertisement (list is not comprehensive):

- (i) The Public Purpose Advertisement may be broadcast in the broadcasting slots set forth in the brochure sent by the Service Provider prior to the placement of the order, on

channels that belong to the portfolio of RTL Hungary, and Service Provider performs such broadcasts at its own discretion.

- (ii) Maximum length of such Public Purpose Advertisement films is: 60 sec.
- (iii) Public Purpose Advertisement orders may not be cancelled after Confirmation unless by paying 100 % penalty and only if the safety of broadcasting is not endangered.
- (iv) The evaluation of the Campaigns is carried out on an individual basis and the creative material of the Campaigns must be submitted to the Service Provider in advance, by the 7th business day preceding the day of broadcast.
- (v) The Client shall ensure that the content and execution of Public Purpose Advertisements are in compliance with the applicable laws.
- (vi) The Service Provider may decide, at its own discretion, not to broadcast such already ordered and confirmed Public Purpose Advertisements and shall notify in writing the Client about such decision. The Service Provider is entitled to reject broadcasting the Public Purpose Advertisement without giving arguments. The Client shall acknowledge such information and shall not be entitled to any compensation or claim for damages against the Service Provider.
- (vii) No rating guarantee is undertaken by the Service Provider in respect of Public Purpose Advertisement.
- (viii) The evaluation of the material of Public Purpose Advertisements is carried out on an individual basis, and the earliest date a finally approved film can be edited into broadcast is the 7th business day prior to submitting the creative.

16. Sponsorship, In-Programme Message, Product Placement, Prize Offering, Other special form of advertising:

Special forms of advertising, which is sold by the Service Provider based on the application of individual pricing.

The following conditions shall apply for the displays (list is not comprehensive):

- (i) Available on the basis of a special offer, at individual rates, and therefore Service Provider grants no rating guarantee.
- (ii) In the case of Sponsorship, the minimum length of the sponsorship film is 5 seconds, while the maximum length is 10 seconds.
- (iii) In the case of In Programme Message, the minimum length of the film is 5 seconds, while the maximum length is 10 seconds.
- (iv) Product Placements will be implemented as a part of the programme item, through insertion into the programme flow, and thus their intensity and length depend in all cases on the given programme item and its content, and may occasionally be subject to change, and therefore the Service Provider does not give any guarantee in this respect, the content of display cannot be determined or influenced by the Client.
- (v) In the case of Prize Offering, the minimum length of the prize offering spot is 5 seconds, while the maximum length is 7 seconds.
- (vi) The orders may not be cancelled after the Confirmation thereof, unless by paying 100 % penalty and only if the safety of broadcasting is not endangered.
- (vii) To the deadline for the submission of materials/films required to the display the provisions of Chapter IX shall apply.

## **VI. COMPLAINTS**

The complaints about broadcasts shall be submitted in writing by the Client to the Service Provider within 5 (five) business days of the transmission date. The Client acknowledges that the Service Provider will not accept any complaint after such deadline, and it excludes its liability for damages according to the provisions of the Civil Code in the scope which can be legitimately excluded.

## **VII. CANCELLATIONS, AMENDMENTS**

1. The date of Cancellation and modification shall be the date when the Cancellation or modification notice is received by Service Provider. When surcharge/penalty is calculated, it is not the first day of the Campaign but the first day of the broadcast month that should be taken into consideration.



Modification means the change of any data shown in the order form, as detailed in Subclauses a, b of Clause 7 and Clauses 15–24 of Chapter IV, without any modification of the budget, the Sponsorship Fee, Product Placement fee or Prize Offering fee.

Any increase of the budget due to a modification shall be considered as a new order, and such new order shall be subject to Clause 6 of Chapter IV of this GCC.

2. In the case of **Cancellation** of orders under the **C/GRP List Price** sales scheme, penalty shall be paid on the basis of the net broadcasting fee, in line with Annex 2.
3. Where orders under the **C/GRP List Price** sales scheme are **modified**, a surcharge shall be paid on the basis of the net broadcasting fee, in line with Annex 2.
4. Cancellation and modification shall be made in writing, which shall be confirmed in writing by the Service Provider in each case. In the case of the channels in the 1+ Reach package, the Service Provider will accept a Cancellation or modification by 3 business days prior to the date of broadcast, until 11 a.m., except for Viasat3 channel, where this deadline is 4 business days prior to the date of broadcast. In the case of the channels in the 3+ Frequency and 4+ Family packages, the Service Provider will accept a Cancellation or modification by 7 business days prior to the date of broadcast until 11 a.m. The basis for any eventual complaints shall be the confirmation of Cancellation or modification. Cancellations or amendments not confirmed in writing shall be considered as not accepted, and damages and other payment obligations arising therefrom shall be borne by the Client.
5. The Client is not entitled to transfer a cancelled Advertising Time to another Client.

The Service Provider shall invoice to the Client any certified cost arising from the Cancellations and modifications in excess of the surcharge/penalty.

Confirmed orders for Sponsorship (including In-Programme Message), Prize Offer and Product Placement, Clock Advertisement, Split Screen Advertisement, End Split, and other special advertisements, as well as Virtual Advertisements and Public Purpose Advertisement may be cancelled subject to the payment of 100 % penalty and only if the safety of broadcasting is not endangered. Cancellation and modification shall be made in writing (by post or e-mail), which shall be confirmed in writing by the Service Provider in each case.

The form of Sponsorship may be modified subject to the availability of free capacities, and only if the safety of broadcasting is not endangered. The modification cannot cause the reduction of the Sponsorship Fee specified in the order form. The reduction of the Sponsorship Fee will be considered as a Cancellation and will result in the payment obligation of a penalty to the extent specified above.

## VIII. INVOICING

1. In the case of a Campaign or partial performance of a Campaign, the Service Provider shall be entitled to issue, and send to the Client, the relating invoice in accordance with the performance as of the last broadcasting day (of the partial performance).
2. The Service Provider will issue an electronic invoice which it will sign electronically and send in PDF format in an email to the email address indicated in the annex. The Service Provider will regard invoices duly delivered when the email has been sent, therefore, the Client shall be responsible for providing a correct email address during registration and shall inform the Service Provider if it changes.
3. The Client is entitled to place a complaint with respect to the invoice within 8 calendar days of its receipt. All invoices not objected to within 8 calendar days are to be considered as accepted, Client acknowledges that Service Provider does not accept any complaint beyond the given deadline.
4. Client shall pay the invoice received to the credit of Service Provider's revenue account within 30 days of receipt.
5. If the Client does not perform his obligations of payment, then the Service Provider may suspend the ordered broadcasts and reject further orders until the debts are paid. The Service Provider shall invoice the broadcasts already performed to the Client.

6. The Service Provider may be entitled to request advance payment in the following cases:
- (i) in the case of a new Client (Agency/Advertiser/Sponsor/Prize Offeror);
  - (ii) in the case of late payment of previous invoices;
  - (iii) if the sponsorship agreement or any other agreement made by the Parties includes such provision;
  - (iv) if the financial position or solvency of the company cannot be evaluated on the basis of company information provided by such Client (Agency/Advertiser/Sponsor/Prize Offeror);
  - (v) where no separate agreement exists between the Client and the Service Provider in respect of Client's annual commitment on the share spent at Service Provider;
  - (vi) if the financial position or solvency of the Advertiser / Sponsor / Prize Offeror managed by the Client (Agency) cannot be evaluated

Where advance is paid, Client must pay the budget specified in the order in a lump sum to the revenue account of Service Provider by the due date indicated in the receipt of the Service Provider's notice requesting advance payment. If the advance payment is not made before the deadline, then the Service Provider reserves the right to cancel the order, and to refuse to start the Campaign. The Service Provider shall issue a pro -forma invoice within 3 working days after the crediting of the advance and shall send it to the Client. The Service Provider shall issue its final invoice pursuant to the general provisions of this GCC, and the final invoice will exclude the amount of advance paid.

7. In the case of late payment, or any amendment/invoice correction due to any pricing factor applied without due justification, the Service Provider shall be entitled to get default interests under the Civil Code.
8. For foreign Clients, the Service Provider will make out the invoices in the agreed foreign currency on the basis of the HUF value of the broadcasting fee. The basis of conversion shall be the selling exchange rate published by ING Bank Zrt as of the day of invoicing. The invoice shall be settled in the currency specified on the invoice.
9. Any banking costs regarding the settlement of the invoice shall be borne by the Client.
10. The date of payment shall be the date when the invoiced amount is credited to the bank account of the Service Provider.
11. Service Provider's service may include intermediated services, i.e. it may sell not only its own services but also purchased services unaltered.
12. If the invoice is issued by a third party within the Group, it shall be indicated on the invoice that such party provides intermediated services.

## **IX. DELIVERY OF ADVERTISING MATERIALS AND FILMS**

1. The Client shall deliver the advertising materials required for broadcasting to the Service Provider through either of the two companies specified by the Service Provider, at its own expense, at latest by the times specified below:
- (i) Advertisement films in respect of the channels in 1+ Reach package: by 12:00 noon on the 3rd business day prior to the first broadcast (except for Viasat3: by 12:00 noon on the 5th business day prior to the first broadcast); in respect of the channels in 3+ Frequency and 4+ Family packages: by 12:00 noon on the 6th business day prior to the first broadcast;
  - (ii) Sponsorship Films in respect of RTL: by 12:00 noon on the 5th business day prior to the first broadcast; in the case of channels that belong to the portfolio of Paramount Global Hungary (see Annex 1): by 12:00 noon on the 14th business day prior to the first broadcast; in the case of other Channels: by 12:00 noon on the 7th business day prior to the first broadcast;
  - (iii) In the case of Prize Offering, the materials required to the display of the prize offering spot by 12 noon on the business day 7 days prior to the first broadcasting;

- (iv) the film of Clock Advertisement, Split Screen Advertisement, End Split, Virtual Advertisement by 12:00 noon on the 10<sup>th</sup> business day preceding the date of first broadcast;
- (v) In the case of Public Purpose Advertisement on channels that belong to the portfolio of RTL Hungary, by 12:00 noon on the 7th business day prior to the first broadcast.
- (vi) In the case of other forms of special advertising (such as In Programme Message, etc.) by the deadline and in the form individually specified in the offer.

The evaluation of the material of Public Purpose Advertisements is carried out on an individual basis, and the earliest date a finally approved film can be edited into broadcast is the 7th business day prior to submitting the creative.

The Service Provider reserves the right to apply an individual film delivery scheme in the case of a special programme structure (such as live broadcasts or seasonal programmes, etc.) subject to the prior notification of Client. In the case of an individual film delivery scheme, the deadline for submitting an order to the Service Provider may be shorter relative to the time of the first broadcast.

Late publications due to late film delivery shall be considered as performed by the Service Provider and shall be invoiced pursuant to section VIII.1., and they shall be indicated in the course of the performance reconciliation (recon) as calculated with their estimated GRP values.

Client acknowledges that after delivery, the commercial film may be replaced by 11 a.m. on the 2nd business day preceding the date of broadcast, in the case of channels within the portfolio of RTL Hungary. The above shall not apply if the replacement affects a Saturday; in this case, the commercial film may be replaced by 11 a.m. on the 3rd business day preceding the date of display. Replacement of the commercial film thereafter is subject to individual assessment. In the case of channels that are not included in the portfolio of RTL Hungary, replacement of the commercial film after delivery is subject to individual assessment. Replacement of the commercial film is possible only if the safety of broadcasting is not endangered and is subject to the payment of a daily handling fee of HUF 500,000 per channel package in each case.

Service Provider will invoice an extraordinary daily handling fee of HUF 500,000 per channel package if the sponsorship film is delivered after the 5th business day preceding the first broadcast but before 12:00 of the 3rd business day preceding the first broadcast, in the case of channels within the portfolio of RTL Hungary. If the sponsorship film is not delivered to the seat of the Service Provider, or another address specified by the Service Provider, to the attention of the appointed contact person, in a form suitable for broadcasting, by 12:00 noon of the 3rd business day preceding the first broadcast, then the Service Provider will not undertake its broadcasting, and such event will be considered as a Cancellation by the Sponsor. In the case of an individual closing scheme, the above deadlines may be modified to the detriment of the Sponsor. In the case of such modification the Service Provider will notify the Sponsor in advance. In the case of channels that are not included in the portfolio of RTL Hungary, replacement of the sponsorship film after delivery is subject to individual assessment and the payment of an extraordinary handling fee of HUF 500,000.

The extraordinary handling fee relating to the delivery of advertising materials will be invoiced separately.

The Sponsor acknowledges that after the delivery of the sponsorship film the replacement of the sponsorship film is not possible unless before the due date determined in Clause 1 of Chapter IX and exclusively subject to the notification of the Service Provider.

In the case of Prize Offering, the Client shall submit to the Service Provider the materials required to the display of the spot by 12 noon on the business day 7 days prior to the first broadcasting. The negotiations concerning the storyboard of the prize offering spot shall be closed minimum 10 business days prior to the first display thereof. If the required materials are not submitted by the due date, then Service Provider will not be obliged to provide exposure to the Prize Offeror in the Prize Offering; however, Prize Offeror will be obliged, even in this case, to pay the media value and technical cost of the Prize Offering, and indemnify Service Provider for the demonstrable damages arising from the non-performance of the

provisions contained herein, and hand over the prizes to Service Provider. The Prize Offeror shall not make any claim against the Service Provider in connection with the non-performance.

In cases of Product Placement, the Client shall deliver to the Service Provider the product to be displayed at least 10 business days prior to the first day of shooting, without endangering the safety of the transmission. If the product is not submitted by the due date, then Service Provider will not be obliged display the product, however, Client will be obliged, even in this case, to pay the media value and technical cost of the Product Placement and indemnify Service Provider for the demonstrable damages arising from the non-performance of the provisions contained herein. The Client shall not make any claim against the Service Provider in connection with the non-performance.

2. Client shall send the fully completed video identification form attached as Annex 6 (in case of commercial film) to every film uploaded for broadcast (commercial film, sponsorship film, prize spot or public purpose advertisement) through the Adstream or BRISK file sending service, or shall provide the data submission according to the data sheet regarding the used musical compositions and/or literary works (in case of sponsorship film and public purpose advertisement), or shall deliver the video identification sheet attached as Annex 6 (in case of commercial film) or the data sheet (in case of sponsorship film and public purpose advertisement) as a separate formal document not later than 8 days within the acceptance of the film. Client shall provide the author's consent regarding the use of musical compositions / literary works or shall guarantee that such consent exists, and shall include the following copyright data:

- (i) the composers of the used musical compositions / the writers of the used literary works;
- (ii) the title, original title of the used musical compositions / literary works;
- (iii) the lyricists of the musical compositions used;
- (iv) the revisers and translators of the used musical compositions / literary works;
- (v) Hungarian sound recording (yes/no);
- (vi) the performer of the used musical compositions / literary works;
- (vii) the publisher of the musical compositions or voice recordings;
- (viii) the year of publication;
- (ix) duration of usage (minutes, seconds).

If the above data provision is delayed, defective or incomplete, the Service Provider may invoice liquidated damages in the value of 1 % of the price of the Advertisement / Public Purpose Advertisement campaign / Prize Offering for each day of the delay and, if the data provision is defective or incomplete, for each day until the data provision is completed free from errors, to be calculated from the 5th day after Service Provider's notice demanding the correction and completion of the data provision.

In the case of any failure in providing the above data, the Service Provider may invoice a penalty in the amount of the fee of the ordered Advertisement / Sponsorship / Public Purpose Advertisement campaign / Prize Offering and reject to broadcast the commercial film and/or sponsorship film, Public Purpose Advertisement or Prize Offering.

The Service Provider may enforce the liquidated damages or penalty included in this clause at its own discretion with the proviso that both cannot be applied at the same time in respect of the same order.

The Client shall be liable for the violation of authors' rights and shall indemnify the Service Provider for the damages arising from such violation of rights and shall satisfy directly and without delay any civil claims made against the Service Provider arising from the infringement of copyright, and, in connection with the resulting claims, the Service Provider—and the Media Provider of the Channel—shall be entitled to act in accordance with the provisions of Chapter X.

3. The Service Provider undertakes to transmit the commercial film and or sponsorship film, prize spot or Public Purpose Advertisement at a proper technical level, however, it cannot guarantee the proper quality of reception.
4. Should the Client request a copy of the commercial or sponsorship film, prize spot or Public Purpose Advertisement or the entire Campaign, then the cost of making such a copy shall be borne by the Client. If free capacity is available, the Service Provider will perform the copying/transcription for a technical fee of HUF 10,000 (ten thousand forints) plus VAT as per film, which amount will be added to the invoiced amount concerning the film.

Should the Client request the transcription of a film of another company, then the written permit of the owner shall be obtained in advance by the Client. The Service Provider will not specify any deadline for making a copy or a transcript of a film. The required data carriers must be provided by the Client.

5. In the case of commercial films, sponsorship films, Public Purpose Advertisements and certain prize offering spots, the Client shall send the materials required for broadcasting to the Channel through the Adstream file sending service operated by Adstream Hungary Kft., or the file sending service operated by BRISK Digital Hungary Kft. by the deadlines set forth in Clause 1 of Chapter IX.  
The Service Provider reserves the right to apply an individual closing scheme in the case of a special programme structure (such as a live broadcast or seasonal programmes, etc.) subject to the prior notification of Client. In the case of an individual closing scheme, the required time period between the date of submitting an order by the Client to the Service Provider and the date of first broadcast may be extended.

The replacement film shall be uploaded in compliance with the deadlines and extraordinary handling fees determined in Clause 1 of Chapter IX, exclusively subject to the notification of the Service Provider.

6. The technical requirements for the uploaded films

**A few guiding principles for the preparation of the files submitted through the Adstream system:**

The file name should be the same as the clock number (this is an individual identification code in each case).

The materials may be submitted to Adstream in the following way:

FTP based data transfer – We provide individual access for our clients to a file server on a backbone network. Based on the information available the Client must inform Adstream of the expected time of the completion of the uploading, and the size of the file.

The service of Adstream Hungary Kft. (H-1138 Budapest, Váci út 121-127. D épület III. emelet) is subject to the payment of the respective fee. For further details, please enquire at:

+36 70 318 6457

+36 70 395 1410

Technical support: +36 70 945 5234

E-mail address: [hu.delivery@extremereach.com](mailto:hu.delivery@extremereach.com)

**Adstream HD technical specification – Adstream accepts the following formats:**

**Quicktime ProRes 422HQ 1080/50**

**Container:** MOV

**Video:**

Codec: Apple Quicktime ProRes 422 (HQ)

Bitrate: 8 bit

Profile: HQ

Chroma Subsample: 4:2:2

Interlacing: Upper/Top Field First

Frame Size: 1920x1080

Frame Rate: 25 FPS

Aspect Ratio: 16:9

**Audio:**

Codec: Integer (Little Endian) PCM

Sample Rate: 48 kHz

Sample Size: 24b

Channels: Stereo

**MXF Wrapped XDCAM 1080/50**

**Container:** MXF

**Video:**

Codec: XDCAM 422  
Bitrate: 8 bit  
Profile: MPEG-2 422P@HL  
Bitrate: 50 Mb/s CBR  
Chroma Subsample: 4:2:2  
Interlacing: Upper/Top Field First  
GOP Structure: Long GOP  
Frame Size: 1920x1080  
Frame Rate: 25 FPS  
Aspect Ratio: 16:9

**Audio:**

Codec: Integer (Big/Little Endian)  
PCM  
Sample Rate: 48 kHz  
Sample Size: 24bit  
Channels: Stereo

**MPEG-2 Transport Stream 1080/50**

Container: MPEG-2 Transport Stream

**Video:**

Codec: MPEG-2  
Bitrate: 8 bit  
Profile: 4:2:2 Profile @MainLevel (422P@ML)  
Bitrate: 100 Mb/s CBR  
Chroma Subsample: 4:2:2  
Interlacing: Upper/Top Field First  
GOP Structure: I Frame Only  
Frame Size: 1920x1080  
Frame Rate: 25 FPS  
Aspect Ratio: 16:9

**Audio:**

Codec: PCM  
Sample Rate: 48 kHz  
Sample Size: 24bit  
Channels: Stereo

**HD Video level requirements**

TV Format: HDTV

Aspect ratio: 16:9

Action Safe: 90 %

The video signal must be in conformity with the ITU-R BT.709-5 standard and may not exceed the prescribed limits.

The video level may not be higher than 700 mV and lower than 0 mV.

**Out of gamut tolerance**

Adstream and broadcasters do not accept material received with inappropriate video levels; in certain cases, smaller deviations are acceptable on the basis of the Rec. 103-2000 EBU recommendation, provided the error affects less than 1 % of the active picture.

Luminance (Y) -1 % and 103 % (between -7 mV and 721 mV)

RGB video levels -5 % and 105 % (between -35 mV and 735 mV)

**HD Audio Level Requirements**

EBU R.128-2014

Integrated Loudness Program: -23 LUFS

Target Level Tolerance: +/-0.5 LU

Maximum True Peak: -3dBTP

Positioning the captions displayed on the screen (safety zone) according to EBU R 95-1 standard.

In each case, the length of a particular film must be frame-accurate, e.g., the first and last active frame codes of a 30-second video (in this case 750 frames) are: 00:00:00:00–00:00:29:24

### **BRISK technical parameters**

Files uploaded to the platform operated by BRISK Digital Hungary Kft. are subject to immediate and automatic quality control (Auto QC). Please follow the following technical guidelines in order to make sure that the uploaded files comply with the QC.

### **VIDEO CODEC**

Codec: XDCAM 422 or AVC Intra  
Container: .mxf or .mov  
Level: MPEG-2 (422P@HL) or AVC  
Chroma Subsample: 4:2:2  
Interlacing: Upper/Top Field First  
Frame Size: 1920x1080  
Frame Rate: 25 FPS  
Aspect Ratio: 16:9  
Audio: Codec: Integer (Little Endian)  
PCM Sample Rate: 48 kHz  
Sample Size: 24bit Channels: Stereo

### **VIDEO LINE UP**

All Video Signals Should Comply With ITU-R BT.709  
Luminance (Y) -1 % and 103 % (i.e. between -7 mV and 721 mV)  
RGB video levels -5 % and 105 % (i.e. between -35 mV and 735 mV)

### **AUDIO LINE UP**

The loudness level of the material must be EBU R128-2014  
Integrated Loudness Program: -23 LUFS  
Target Level Tolerance: +/-0.5 LUFS  
Maximum True Peak: -1dBTP  
Maximum Momentary: -15 LUFS  
Maximum Short Term Momentary (3 Sec): -20 LUFS  
Loudness Range: -20LU

### **FILE BUILD**

00:00:00:00–00:00:29:24  
Content Only,  
No black at start or end

### **BRISK contact:**

BRISK Digital Hungary Kft.  
H-1026 Budapest, Harangvirág u. 5.

Administrative support:  
+36 20 480 80 61

Technical support:  
+36 20 417 93 27  
+36 20 480 93 26

E-mail address: [support@brisk.digital](mailto:support@brisk.digital) or [hello@brisk.digital](mailto:hello@brisk.digital)

The Service Provider shall not be liable for the quality of reception.

After recording the delivered advertising materials to be broadcast, the Service Provider is not obliged to retain them.



**X. RESPONSIBILITY FOR THE CONTENT OF COMMERCIAL FILMS, SPONSORSHIP FILMS AND OTHER PUBLICATIONS**

1. The Service Provider will not examine the material (film, sponsorship message, creative material, prize offering, any publication, etc.) handed over for broadcasting purposes in respect of the compliance thereof with the laws and advertising ethics, and any loss, fine, civil claim, cost (including legal costs) and expenses arising from such non-examination shall be the responsibility of the Client, the liability of the Service Provider is excluded in this respect. By accepting the present GCC, the Client expressly undertakes to pay any and all fines imposed on the Service Provider or the Media Providers in connection with the materials (film, sponsorship message, creative material, prize offering, any publication, etc.) provided (such as fines imposed by NMHH, the consumer protection authority or other – Hungarian or foreign – proceeding bodies, authorities), any and all procedural fees and any and all claims for damages/compensation and civil law claims, and the related costs (including legal fees) and expenses, arising from the violation of the respective laws and regulations, in particular the copyright law, advertising and media law, competition law, consumer protection law or civil law by the materials delivered by the Client, and defend against such claims as provided for herein. Should any claim arise under the provisions of this clause, Service Provider shall notify the Client of the claim and – where it is possible – the Service Provider may, at its own discretion, forward the submitter of the claim – by providing information on Client's direct liability – directly to the Client. In such cases, the Client shall satisfy the claim directly at its own cost, and, due to direct liability, the third party submitting the claim may contact, or sue, the Client directly and Client shall, without delay, modify, satisfy, defend against such claims or act otherwise in respect of such claims. If the Client receives a notification with such content and fails to take action in the case, or if the Service Provider or the Media Providers – or a third person designated by them – defend against such claims at their own discretion, then Service Provider or the Media Providers may act on their own behalf and modify, satisfy or defend against such claims, or otherwise take action in respect of the claim, and the Service Provider, at its own discretion, may deduct any costs incurred in respect of such claims from the amounts it may owe to the Client or invoice the costs it incurred to the Client, in which case the Client shall, by the due date specified in Service Provider's notice for the same, reimburse this amount to the Service Provider. On the basis of the present section, the only case when the Client is not liable for the fine imposed on the Service Provider or the Media Providers in connection with the material delivered by the Client is when the fine is imposed by the NMHH or another authority for exceeding the Advertisement Time, provided that the Advertising Time was exceeded for a reason other than due to the Client delivering a film which is actually longer than what has been specified in the order.

Taking into account the fact that the Channels sold by the Service Provider may belong to various jurisdictions, the Client undertakes and warrants to fully comply with the provisions of the laws and regulations, in particular with copyright law, advertising and media law, competition law, consumer protection law as well as civil and penal laws under the jurisdiction applicable to the Channel, or under any other relevant jurisdiction, with regard to the delivery materials (film, sponsorship message, creative material, prize offering, any publication, etc.) delivered by the Clients for broadcasting, in addition to the commitment above. Information concerning the jurisdiction of foreign channels is contained in Annex no. 3 of the present GCC.

The Client acknowledges that the Service Provider shall publish the material delivered for the purpose of broadcasting only if the Client assumes full liability for it.

Client acknowledges that the Media Providers may submit their claims for damages, fines and other civil claims, and any related costs (including legal costs) and expenses incurred by them relating to the delivery materials directly to the Client, and they may demand the Client to assume, and defend, any arising damages, fines and civil claims and any related costs and expenses (including legal costs).

2. The Client warrants that the product appearing in the advertisement and sponsorship film, or within the framework of a Prize Offering or a Product Placement has the certificates of quality or certificate of conformity necessary for the distribution, and it shall issue a declaration thereon simultaneously with the order, but not later than the publication is displayed, or if the product is not subject to the obligation of preliminary quality or compliance control as specified by separate statutory regulation, it shall issue declaration thereon by the above deadline, otherwise the Service Provider may deny broadcasting and it has the right to invoice a penalty in an amount equal to the fee of the ordered commercial communication. The Client shall further warrant that the product/service does not violate any provision concerning the prohibition or restriction of advertisement under the Media Act, Advertising Act, or any other relevant law in force.

3. In the case of all publications, including but not limited to commercial films, Public Purpose Advertisements, sponsorship films, virtual advertisements, etc., the Client shall ensure that its content and implementation is in compliance with the applicable laws in force.
4. The Client shall indemnify (including without limitation damages, fines, procedural fees and legal costs) the Service Provider and/or the Media Provider of the given Channel directly and without delay if the delivered and broadcast material infringes any regulations (applicable under either Hungarian or foreign jurisdiction), in particular, but not exclusively, the provisions of copyright law, consumer protection law, advertising and media law, any norms of press and advertising ethics or moral rights, provided that such infringement becomes a basis of a claim, enforced under a lawsuit or public administrative proceeding or any other way, against the Service Provider and/or the Media Provider.

## **XI. MISCELLANEOUS OTHER PROVISIONS**

1. The Service Provider carries out campaign planning (planning the film list, preparation of a television media plan, amendment of the Campaign plan, monitoring, follow-up evaluation of the Campaign) for a fee of 5 % of the net budget of the Campaign.
2. Unless the Service Provider or the general contractual terms applicable to the online services of Service Provider require otherwise, the provisions of the present GCC shall be applicable to the advertisements placed on the Website and the teletext service operated by Service Provider.
3. The parties shall use their best efforts to settle disputes arising from the cooperation in an amicable way. The Parties agree that their contractual relationship shall be governed by the laws of Hungary. In case of legal disputes, the Parties subject themselves to the jurisdiction of Hungarian courts.
4. The present GCC has been made in Hungarian and English language versions. In case of any discrepancy, the Hungarian language version shall prevail.
5. If the Service Provider fails to exercise any of its rights set forth herein, such failure will not be considered as a waiver by the Service Provider of exercising such right. The rights of the Service Provider specified above are not exclusive, they may be applied together, their application does not exclude the exercise of other rights available to the Service Provider in accordance with the law or another contract.
6. This GCC shall take effect for an indefinite term with regard to the subject year 2023, as from the date of notification. With the entry into force of these GCC, general terms and conditions drafted in this subject automatically become invalid.

## Ratecard 2023

### 1. General provisions

The Ratecard is an inseparable part of the General Contractual Conditions regarding the Sale of Television Advertising by M-RTL Zrt.

### Price categories for 30 seconds (HUF/30 sec)

#### RTL Saleshouse price list

| <b>valid for:</b>          | <b>30 sec long spot</b> |
|----------------------------|-------------------------|
| <b>From 1 January 2023</b> | <b>Basic price</b>      |
| <b>RTL</b>                 |                         |
| 02:00–13:59                | 540,000                 |
| 14:00–16:59                | 810,000                 |
| 17:00–18:59                | 3,900,000               |
| 19:00–22:59                | 6,300,000               |
| 23:00–25:59                | 1,530,000               |

| <b>Spot length indices</b> |                            |
|----------------------------|----------------------------|
| 5 sec                      | 30 %                       |
| 10 sec                     | 50 %                       |
| 15 sec                     | 70 %                       |
| 20 sec                     | 85 %                       |
| 25 sec                     | 95 %                       |
| 30 sec                     | 100 %                      |
| longer than 30 sec         | increased at a linear rate |

| <b>valid for:</b>          | <b>30 sec long spot</b>                          | <b>30 sec long spot</b> |
|----------------------------|--|-------------------------|
| <b>From 1 January 2023</b> | <b>Basic price</b>                               | <b>Basic price</b>      |
|                            | <b>Prime time (from 7.00 p.m. to 10.59 p.m.)</b> | <b>Non-prime</b>        |
| Comedy Central             | 840,000  | 480,000                 |
| Cool                       | 840,000  | 480,000                 |
| Film+                      | 840,000  | 480,000                 |
| RTL KETTŐ                  | 840,000  | 480,000                 |
| Viasat3                    | 840,000  | 480,000                 |
|                            | <b>All day (02:00-25:59)</b>                     |                         |
| Boomerang                  | 300,000  |                         |
| Cartoon Network            | 300,000  |                         |
| JimJam                     | 300,000  |                         |
| Minimax                    | 300,000  |                         |
| Nick Jr.                   | 300,000  |                         |
| Nickelodeon                | 300,000  |                         |
| NickToons                  | 300,000  |                         |
| TeenNick                   | 300,000  |                         |
| AMC                        | 300,000  |                         |
| AXN                        | 300,000  |                         |
| Film Cafe                  | 300,000  |                         |
| Paramount                  | 300,000  |                         |
| RTL HÁROM                  | 300,000  |                         |
| Sorozat +                  | 300,000  |                         |
| Spektrum Home              | 300,000  |                         |
| Sport1                     | 300,000  |                         |
| Viasat6                    | 300,000  |                         |
| Comedy Central Family      | 210,000  |                         |
| HISTORY                    | 210,000  |                         |
| RTL GOLD                   | 210,000  |                         |
| Spektrum                   | 210,000  |                         |
| Sport2                     | 210,000  |                         |
| Viasat Film                | 210,000  |                         |
| Film Mania                 | 150,000  |                         |
| Muzsika TV                 | 150,000  |                         |
| TV Paprika                 | 150,000  |                         |
| Viasat2                    | 150,000  |                         |

| <b>Seasonal indices</b> |       |
|-------------------------|-------|
| January                 | 80 %  |
| February                | 110 % |
| March                   | 130 % |
| April                   | 155 % |
| May                     | 155 % |
| June                    | 145 % |
| July                    | 105 % |
| August                  | 110 % |
| September               | 180 % |
| October                 | 180 % |
| November                | 180 % |
| December                | 125 % |

The programme environment and block structure of the above rates are included in the programme structure of the Channels.

The rates exclude VAT; the amount of VAT must be included in the invoice as a separate item.

Service Provider reserves the right to apply a surcharge or an individually specified price for certain programmes in the case of both List Price based purchases and C/GRP based purchases, of which Client shall be always notified in advance.

## **Fee indexation, pricing factors and surcharges**

The Appendix of fee indexation, pricing factors and surcharges is an inseparable part of the General Contractual Conditions regarding the Sale of Television Advertising by M-RTL Zrt. The indexation, pricing factors and surcharges specified in this Appendix shall be applicable to both List Price based purchases and C/GRP based purchases, except for the market index and the extraordinary overdemand index, which shall apply only to C/GRP based purchases in accordance with the present GCC.

### **1. Indexing**

#### *1.1 Commercial film length index*

The fees shall change in accordance with the following index, depending on the duration of the commercial film:

##### **Spot length indices**

|        |         |
|--------|---------|
| 5 sec  | 30.0 %  |
| 10 sec | 50.0 %  |
| 15 sec | 70.0 %  |
| 20 sec | 85.0 %  |
| 25 sec | 95.0 %  |
| 30 sec | 100.0 % |
| 35 sec | 116.7 % |
| 40 sec | 133.3 % |
| 45 sec | 150.0 % |
| 50 sec | 166.7 % |
| 55 sec | 183.3 % |
| 60 sec | 200.0 % |
| 65 sec | 216.7 % |
| 70 sec | 233.3 % |
| 75 sec | 250.0 % |
| 80 sec | 266.7 % |
| 85 sec | 283.3 % |
| 90 sec | 300.0 % |

The minimum length of the commercial film shall be 5 seconds, and the total spot length shall be divisible by 5. Commercial films longer than 90 seconds are also accepted, for a special price.

#### *1.2 Seasonal index*

List Prices and C/GRP prices shall change in accordance with the following index, depending on the broadcasting day of the commercial film:

|          |       |
|----------|-------|
| January  | 80 %  |
| February | 110 % |
| March    | 130 % |
| April    | 155 % |
| May      | 155 % |

|           |       |
|-----------|-------|
| June      | 145 % |
| July      | 105 % |
| August    | 110 % |
| September | 180 % |
| October   | 180 % |
| November  | 180 % |
| December  | 125 % |

### *1.3. Market index*

In relation to C/GRP campaigns the Service Provider also has the right to increase the given seasonal indices by maximum 10 % points of the market index per package, before the ordering deadline, which is expressly accepted by the Client. The publication deadline of the market index valid for next month's campaign period is the 7th day prior to the ordering deadline. The Service Provider shall inform Clients of the market index on the following site: [www.rtlsaleshouse.hu](http://www.rtlsaleshouse.hu). The market index determined by the Service Provider is applicable to C/GRP based orders.  
 $\text{Current seasonal index} = \text{Given monthly seasonal index} + \text{Current monthly market index}$

### *1.4. Extraordinary overdemand index*

In the case of C/GRP-based campaigns, the Service Provider determine an extraordinary overdemand index for the months of November 2023 and December 2023 for the 1+ Reach and 3+ Frequency packages, in addition to the seasonal index and the market index, in the rate of:

November: 40% points  
December: 25% points

November monthly index = Current seasonal index (November monthly seasonal index + November monthly market index) + extraordinary overdemand index  
December monthly index = Current seasonal index (December monthly seasonal index + December monthly market index) + extraordinary overdemand index

For the sake of clarity, the Service Provider states that in addition to the above indices, the spot length index is also used when determining the price.

## 2. Pricing factor applicable to new advertisers

In the case of a Client that may be considered as a new one by the Service Provider, a pricing factor applicable to new advertisers in the amount of maximum 15 % is available.

Any Client with no television – spot and non-spot – spending on the Channels over the three years preceding the year concerned may also be entitled to the pricing factor applicable to new advertisers.

Any intent to apply the pricing factor applicable to new advertisers must be indicated by the Client in advance in writing. The Service Provider will confirm the application of the pricing factor in writing if the following conditions are met.

The pricing factor applicable to new advertisers is available the first time in the case of Campaigns the length of which does not exceed 28 consecutive days. The request for the pricing factor applicable to new advertisers may be submitted in writing at the latest by the date of submitting the order. Requests submitted after the placement of the order will not be taken into consideration by the Service Provider.

The pricing factor relating to the new advertiser modifies the basic price if it is confirmed by the Service Provider in relation to the campaign period.

## 3. Surcharges that may be applied in the case of purchases at List Price and C/GRP

### 3.1 Surcharge for reserving a position within an advertisement break (Position in Break – PIB)

If the Client wishes to purchase first, second, last but one or last position, the intent of purchase must be communicated to the Service Provider in writing prior to placing the order, and the Service Provider should be consulted whether such possibility is available.

Reserving the first, second, last but one, or last position within an advertising break:

With regard to RTL

19:00–22:59

net 175,000 HUF/break position (each)

23:00– 18:59

net 65,000 HUF / break position (each)

With regard to channels other than RTL

02:00–25:59

net 25,000 HUF/break position (each)

### 3.2 Surcharge for applying complex (duo or multi-) spots

Complex (duo) spots within a single break,

for all spots belonging to a given Campaign of the Advertiser

15 %

repeating the commercial film within a single break

20 %

Display of miscellaneous products (services)/advertisers in addition to the original product within a single commercial film (“third-party advertiser”) 15 %

*(As per product and advertiser, regardless of the length, emphasis of the exposure. The written/verbal display of the logo, name, web contact details of other products/advertisers shall count as any exposure of other products/advertisers, regardless of the circumstances of the exposure. Websites, social media sites and other media surfaces shall count as other products.)*

### 3.3 The rate of surcharges payable in the case of Time Range limitation\*:

Time Range limitation by each 60-minute period:

5 %

Refusal of advertisement spots after 23:00 hours: 20 %

Refusal of advertisement spots after 24:00 hours: 15 %

Refusal of advertisement spots after 25:00 hours: 10 %

Refusal of advertisement spots after 26:00 hours: 5 %

As per cancelled days in the case of usage of days other than the calendar week: 15 %

*\*Limitations on individual channels are relative to the individual broadcasting time of the given channel.*

#### **4. Surcharges**

##### **4.1 Non-performance of volume commitment**

Surcharges that may be applied in the case of purchases at List Price and C/GRP

If Client fails to perform its commitment undertaken in the individual agreement, then the following surcharges will be invoiced, and paid pursuant to the present GCC subject to the extent of the discrepancy.

|                  | <b>Original net commitment (million HUF)</b> |              |              |               |                |                |                |                |             |
|------------------|--|--------------|--------------|---------------|----------------|----------------|----------------|----------------|-------------|
|                  | <b>0–25</b>                                  | <b>26–50</b> | <b>51–75</b> | <b>76–100</b> | <b>101–150</b> | <b>151–200</b> | <b>201–250</b> | <b>251–300</b> | <b>300–</b> |
| <b>Surcharge</b> | 10.0 %                                       | 12.0 %       | 15.0 %       | 17.0 %        | 20.0 %         | 22.0 %         | 25.0 %         | 27.0 %         | 30.0 %      |

- The calculation of the surcharge is based upon the original net commitment.
- The amount of surcharge cannot be reduced by the Agency Pricing Factor.
- Percentages set forth in the table shall be applicable to the amount deducted from the amount of commitment.
- The invoice shall be issued after the end of the period of performance.
- The said surcharges shall be applied also to the volume commitment made in the case of purchase at List Price.

##### **4.2 Underperformance of spending share commitment**

Applicable surcharges

|                  | <b>Underperformance of spending share commitment</b> |  |   |                                       |
|------------------|--|--|---|---------------------------------------|
|                  | <b>up to 2<br/>percentage points</b>                 | <b>above 2 percentage<br/>points and<br/>up to 5 percentage<br/>points</b> | <b>above 5<br/>percentage points<br/>and up to 10<br/>percentage points</b> | <b>above 10 percentage<br/>points</b> |
| <b>Surcharge</b> | 10.0 %   | 15.0 %   | 20.0 %  | 30.0 %                                |

- The calculation of the surcharge is based upon the original spending share commitment.
- The amount of surcharge cannot be reduced by the Agency Pricing Factor.
- The percentages included in the table shall be applicable to the total annual net spending at the Channels.
- The invoice shall be issued after the end of the period of performance.

**Annex 1**  
**The complete channel portfolio of Service Provider**

**The portfolio of RTL Hungary**

RTL  
Cool  
Film+  
RTL KETTŐ  
RTL GOLD  
Muzsika TV  
RTL HÁROM  
Sorozat+

**The portfolio of A+E Networks**  
**HISTORY**

**The portfolio of AMC Networks International – Central Europe and JIMJAM TELEVISION LIMITED**

AMC  
Filmcafé  
Film Mánia  
JimJam  
Minimax  
Spektrum  
Spektrum Home  
Sport 1  
Sport 2  
TV Paprika

**The portfolio of ANTENNA GROUP**

AXN  
Viasat Film  
Viasat2  
Viasat3  
Viasat6

**The portfolio of TURNER Broadcasting System Europe Ltd.**

Boomerang  
Cartoon Network

**The portfolio of PARAMOUNT Global Hungary**

Comedy Central  
Comedy Central Family  
Nickelodeon  
Nick JR  
NickToons  
TeenNick  
Paramount

**Channel packages sold by the Service Provider**

**1+ Reach**

RTL  
RTL KETTŐ  
Cool  
Film+  
Comedy Central  
Viasat 3



### **3+ Frequency**

AMC  
AXN  
Boomerang  
Cartoon Network  
Comedy Central Family  
Film Café  
Film Mánia  
HISTORY  
Jim Jam  
Minimax  
Muzsika TV  
Nickelodeon  
Nick Jr  
NickToons  
TeenNick  
Paramount  
RTL GOLD  
RTL HÁROM  
Sorozat+  
Spektrum  
Spektrum Home  
Sport1  
Sport2  
TV Paprika  
Viasat Film  
Viasat 2  
Viasat 6

### **3+ Frequency – No kids**

AMC  
AXN  
Comedy Central Family  
Film Café  
Film Mánia  
HISTORY  
Muzsika TV  
Paramount  
RTL GOLD  
RTL HÁROM  
Sorozat+  
Spektrum  
Spektrum Home  
Sport1  
Sport2  
TV Paprika  
Viasat Film  
Viasat 2  
Viasat 6

### **4+ Family**

Boomerang  
Cartoon Network  
Jim Jam  
Minimax  
Nickelodeon  
Nick Jr  
NickToons  
TeenNick

## Annex 2

### Deadlines applicable in 2023

| <u>Deadline for the submission of C/GRP and list price-based orders and the late order surcharge:</u> |  |                                |                                |                                |                                |
|---|--|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| <u>Campaign month</u>   | <u>Deadline for submission of orders</u> | <u>From the specified date</u> | <u>From the specified date</u> | <u>From the specified date</u> | <u>From the specified date</u> |
| January 2023  | 9 December 2022                          | 12 December 2022               | 13 December 2022               | 16 December 2022               | 23 December 2022               |
| February 2023   | 4 January 2023                           | 5 January 2023                 | 6 January 2023                 | 11 January 2023                | 18 January 2023                |
| March 2023  | 1 February 2023                          | 2 February 2023                | 3 February 2023                | 8 February 2023                | 15 February 2023               |
| April 2023  | 3 March 2023                             | 6 March 2023                   | 7 March 2023                   | 10 March 2023                  | 17 March 2023                  |
| May, 2023   | 3 April 2023                             | 4 April 2023                   | 5 April 2023                   | 11 April 2023                  | 18 April 2023                  |
| June 2023   | 4 May 2023                               | 5 May 2023                     | 8 May 2023                     | 11 May 2023                    | 18 May 2023                    |
| July 2023   | 2 June 2023                              | 5 June 2023                    | 6 June 2023                    | 9 June 2023                    | 16 June 2023                   |
| August 2023   | 4 July 2023                              | 5 July 2023                    | 6 July 2023                    | 11 July 2023                   | 18 July 2023                   |
| September 2023  | 4 August 2023                            | 7 August 2023                  | 8 August 2023                  | 11 August 2023                 | 18 August 2023                 |
| October 2023  | 1 September 2023                         | 4 September 2023               | 5 September 2023               | 8 September 2023               | 15 September 2023              |
| November 2023   | 4 October 2023                           | 5 October 2023                 | 6 October 2023                 | 11 October 2023                | 18 October 2023                |
| December 2023   | 3 November 2023                          | 6 November 2023                | 7 November 2023                | 10 November 2023               | 17 November 2023               |
|   | <b>Late order surcharge</b>              | 10 %                           | 15 %                           | 30 %                           | 50 %                           |

| <b><u>In the case of a cancellation of a C/GRP and list price based campaign</u></b> |  |  |  |            |
|--|--|--|--|------------|
| <b><u>Campaign month</u></b>   | <b><u>Until the specified date</u></b> | <b><u>Until the specified date</u></b> | <b><u>Until the specified date</u></b> |            |
| January 2023   | 12 December 2022                       | 16 December 2022                       | 23 December 2022                       | thereafter |
| February 2023  | 5 January 2023                         | 11 January 2023                        | 18 January 2023                        | thereafter |
| March 2023   | 2 February 2023                        | 8 February 2023                        | 15 February 2023                       | thereafter |
| April 2023   | 6 March 2023                           | 10 March 2023                          | 17 March 2023                          | thereafter |
| May, 2023  | 4 April 2023                           | 11 April 2023                          | 18 April 2023                          | thereafter |
| June 2023  | 5 May 2023                             | 11 May 2023                            | 18 May 2023                            | thereafter |
| July 2023  | 5 June 2023                            | 9 June 2023                            | 16 June 2023                           | thereafter |
| August 2023  | 5 July 2023                            | 11 July 2023                           | 18 July 2023                           | thereafter |
| September 2023   | 7 August 2023                          | 11 August 2023                         | 18 August 2023                         | thereafter |
| October 2023   | 4 September 2023                       | 8 September 2023                       | 15 September 2023                      | thereafter |
| November 2023  | 5 October 2023                         | 11 October 2023                        | 18 October 2023                        | thereafter |
| December 2023  | 6 November 2023                        | 10 November 2023                       | 17 November 2023                       | thereafter |
| <b><u>Cancellation penalty</u></b>   | 10 %                                   | 25 %                                   | 60 %                                   | 100 %      |

| <b><u>In the case of modification of a C/GRP and list price based campaign</u></b> |  |            |
|--|--|------------|
| <b><u>Campaign month</u></b>   | <b><u>Until the specified date</u></b> | -          |
| January 2023   | 16 December 2022                       | thereafter |
| February 2023  | 11 January 2023                        | thereafter |
| March 2023   | 8 February 2023                        | thereafter |
| April 2023   | 10 March 2023                          | thereafter |
| May, 2023  | 11 April 2023                          | thereafter |
| June 2023  | 11 May 2023                            | thereafter |
| July 2023  | 9 June 2023                            | thereafter |
| August 2023  | 11 July 2023                           | thereafter |
| September 2023   | 11 August 2023                         | thereafter |
| October 2023   | 8 September 2023                       | thereafter |
| November 2023  | 11 October 2023                        | thereafter |
| December 2023  | 10 November 2023                       | thereafter |
| <b><u>Modification surcharge</u></b>   | 50 %                                   | 100 %      |

### 3. Annex No.

#### INFORMATION on specific regulations on foreign Channels

Please note that the below list of certain foreign jurisdictions and applicable regulations is only for information purposes, and the Client shall be fully liable for the content of the materials provided for broadcasting.

Please find below the electronic availability of some of the major regulations applicable to the content of materials provided for broadcasting under foreign jurisdictions, for information purposes. Client should note that the list of regulations below is non-exhaustive, and, therefore, the Client is fully liable for the knowledge and full compliance with the applicable regulations under the given jurisdiction.

#### Channels under the jurisdiction of Hungary:

Channel's name: RTL

#### Channels with media service provision under a jurisdiction other than Hungary:

|                            |                          |
|----------------------------|--------------------------|
| Channel's name: Cool       | Jurisdiction: Luxembourg |
| Channel's name: Film+      | Jurisdiction: Luxembourg |
| Channel's name: Muzsika TV | Jurisdiction: Luxembourg |
| Channel's name: RTL KETTŐ  | Jurisdiction: Luxembourg |
| Channel's name: RTL GOLD   | Jurisdiction: Luxembourg |
| Channel's name: RTL HÁROM  | Jurisdiction: Luxembourg |
| Channel's name: Sorozat+   | Jurisdiction: Luxembourg |

Please find certain important media regulations relevant under the jurisdiction of Luxembourg at [http://www.en.uni.lu/recherche/fdef/droit\\_des\\_medias/texts](http://www.en.uni.lu/recherche/fdef/droit_des_medias/texts)

|                               |                              |
|-------------------------------|------------------------------|
| Channel's name: AMC           | Jurisdiction: Czech Republic |
| Channel's name: Film Café     | Jurisdiction: Czech Republic |
| Channel's name: Film Mánia    | Jurisdiction: Czech Republic |
| Channel's name: Minimax       | Jurisdiction: Czech Republic |
| Channel's name: Spektrum      | Jurisdiction: Czech Republic |
| Channel's name: Spektrum Home | Jurisdiction: Czech Republic |
| Channel's name: Sport 1       | Jurisdiction: Czech Republic |
| Channel's name: Sport 2       | Jurisdiction: Czech Republic |
| Channel's name: TV Paprika    | Jurisdiction: Czech Republic |

|                                       |                              |
|---------------------------------------|------------------------------|
| Channel's name: Comedy Central        | Jurisdiction: Czech Republic |
| Channel's name: Comedy Central Family | Jurisdiction: Czech Republic |
| Channel's name: Paramount             | Jurisdiction: Czech Republic |
| Channel's name: Nickelodeon           | Jurisdiction: Czech Republic |
| Channel's name: TeenNick              | Jurisdiction: Czech Republic |

|                                 |                              |
|---------------------------------|------------------------------|
| Channel's name: Boomerang       | Jurisdiction: Czech Republic |
| Channel's name: Cartoon Network | Jurisdiction: Czech Republic |

Please find certain important media regulations relevant under the jurisdiction of Czech Republic at <http://www.rrtv.cz/en/static/documents/act-231-2001/Act-on-RTV-broadcasting-reflecting-AVMSD.pdf>.

|                             |                               |
|-----------------------------|-------------------------------|
| Channel's name: Nick JR     | Jurisdiction: The Netherlands |
| Channel's name: NickToons   | Jurisdiction: The Netherlands |
| Channel's name: AXN         | Jurisdiction: The Netherlands |
| Channel's name: Viasat Film | Jurisdiction: The Netherlands |

**Channel's name: Viasat2**  
**Channel's name: Viasat3**  
**Channel's name: Viasat6**

**Jurisdiction: The Netherlands**  
**Jurisdiction: The Netherlands**  
**Jurisdiction: The Netherlands**

*Please find certain important media regulations relevant under the jurisdiction of the Netherlands at <https://wetten.overheid.nl/BWBR0025028/2017-02-01> and <https://www.cvdm.nl/english-summary-dutch-media-authority>.*

**Channel's name: HISTORY**

**jurisdiction: Germany**

*The German regulation is available at <http://www.rtlsaleshouse.hu/channels/history>.*

**Channel's name: JimJam**

**Jurisdiction: Spain**

*Please find certain important media regulations relevant under the jurisdiction of the Spain at <https://www.boe.es/buscar/pdf/2010/BOE-A-2010-5292-consolidado.pdf> (Law 7/2010 Audiovisual Communication "LGCA") <https://www.boe.es/eli/es/rd/2011/11/14/1624/con> (Royal Decree 1624/2011 - develops LGCA in relation to televised commercial communications) <https://www.boe.es/eli/es/l/1988/11/11/34/con> (Law 34/1988 General Advertising Act).*

#### Annex 4

## Advertiser's data 2023

M-RTL Zrt.

|  |  |
|--|--|
| Advertiser's name  |  |
| Advertiser's seat  |  |
| Advertiser's permanent establishment                           |  |
| Mailing address  |  |
| Phone  |  |
| E-mail and invoicing e-mail for receipt of electronic invoices |  |
| Company registration number/registration number                |  |
| Name of the court of registration                              |  |
| Letters and number of bank account                             |  |
| Tax registration number/tax identification number              |  |

Persons authorised to sign on behalf of the company:

| Name | Title |
|------|-------|
|      |       |
|      |       |
|      |       |

#### Documents to be attached:

- copy of the specimen of signature of the persons authorised to sign on behalf of the company.
- in case of a seat not registered in Hungary: copy of a bank account contract not older than 30 days, or a certification from the bank about the existence of a current account
- Contact person representing the financial department of the company (name, position, phone number, email address)

Registration shall be invalid without submitting all the documents referred to above.

With reference to Act XLVIII of 2008 on the Basic Requirements and Certain Restrictions of Commercial Advertising Activities (Advertising Act), as amended, I, the undersigned Advertiser, hereby declare that I will engage the following ad agency, defined in the Advertising Act (underline as appropriate):

**YES**

**NO**

Advertising agent's data:

|  |  |
|--|--|
| <b>Advertising agent's name</b>  |  |
| <b>Advertising agent's seat</b>  |  |
| <b>Advertising agent's address</b>   |  |
| <b>Advertising agent's phone number</b>                                    |  |
| <b>Advertising agent's company registration number/registration number</b> |  |
| <b>Advertising agent's tax registration number</b>                         |  |

I, the undersigned Advertiser, hereby declare that, on the basis of an agreement concluded with the aforementioned advertising agent, said advertising agent shall have the right to, on its own behalf and for my benefit as Advertiser, enter into contract(s) for the sale of advertisements, in particular, to enter into contract(s) for the publishing of commercial(s) and potentially to amend, supplement, perform and accept performance of such contract(s), as well as to take action and make legal declarations relating to the performance (underline where applicable):

**YES**

**NO**

I, the undersigned, as Advertiser, hereby declare that I shall request the services of the below advertising service provider specified in the Advertising Act (underline as appropriate):

**YES**

**NO**

Advertisement provider's data (if other than the advertising agent):

|   |  |
|---|--|
| <b>Advertisement provider's name</b>  |  |
| <b>Advertisement provider's seat</b>  |  |
| <b>Advertisement provider's address</b>   |  |
| <b>Advertisement provider's phone number</b>                                    |  |
| <b>Advertisement provider's company registration number/registration number</b> |  |

If the data above becomes subject to change, including a change of the advertising mediator, the advertiser shall be obligated to notify M-RTL Zrt. in writing within 5 days.

By signing this agreement, I certify that we expressly agree to the provisions of the General Contractual Conditions (GCC) and the Online General Terms and Conditions (OGTC), including, but not limited to, the prices, surcharges, penalties and the liabilities regarding the content of advertising, sponsorship films and other appearances stipulated therein, and regulations of the GCC and OGTC regarding the method, deadlines and other conditions for ordering and cancelling commercials, and we shall expressly agree to be bound by them in the course of our cooperation with M-RTL Zrt. I also agree to get acquainted with the effective provisions of the GCC and the OGTC on the Service Provider's website <http://rtlsaleshouse.hu/channels> in order to follow the potential changes in them.

I acknowledge that Service Provider shall on occasion be required to provide itemized and regular information to the Media Provider operating the channels with regard to Advertiser's spending invoiced in the specific channel. Parties shall not regard the providing of such information as a trade secret infringement.

Dated: ..... 2023

.....  
Signature and stamp of Advertiser

# Agency Registration Form and Declaration 2023.

M-RTL Zrt.

We, the undersigned .....  
(name of company) hereby declare that our company operates as an advertising agency, meaning that the company's registration at the court of company registration can be used to verify that we are entitled to perform the activity in question. We declare and warrant that on the basis of the company documents and/or internal policies of the Agency, the signatory of the Agency Registration Form and Declaration hereunder (hereinafter "Registration") has the right to sign the Registration on behalf of the Agency, therefore the Registration constitutes the valid undertaking of the Agency.

|   |  |
|---|--|
| <b>Name of company</b>  |  |
| <b>Registered seat</b>  |  |
| <b>Address of company</b>   |  |
| <b>Mailing address</b>  |  |
| <b>Phone</b>  |  |
| <b>E-mail and invoicing e-mail for receipt of electronic invoices</b> |  |
| <b>Company registration number/registration number</b>                |  |
| <b>Name of the court of registration</b>                              |  |
| <b>Letters and number of bank account</b>                             |  |
| <b>Tax number</b>   |  |

## Authorized signatories of the advertiser

| Name | Title |
|------|-------|
|      |       |
|      |       |
|      |       |

We shall inform M-RTL Zrt. of any changes to the above data within 5 days.

## Documents to be attached:

- Copy of specimen signatures of authorized signatories;
- in case of a seat not registered in Hungary: copy of a bank account contract not older than 30 days, or a certification from the bank about the existence of a current account

The registration shall only be considered valid upon receipt of the above, duly completed documents.



By signing this agreement, I certify that the General Contractual Conditions (GCC) and the Online General Terms and Conditions (OGTC) regarding the Sale of Television Advertising were previously handed over to us, and we got fully acquainted with their content before making this declaration.

By signing this agreement, I also certify that we expressly agree to the provisions of the GCC and the OGTC, including, but not limited to, the prices, surcharges, penalties and the liabilities regarding the content of advertising, sponsorship films and other publications stipulated therein, and regulations of the GCC and OGTC regarding the method, deadlines and other conditions for ordering and cancelling commercials, and we shall expressly agree to be bound by them in the course of the cooperation with M-RTL Zrt., and correspondingly, we request the provision of the Agency Pricing Factor of 15 % included therein after our order.

We also agree to get acquainted with the effective provisions of the GCC and the OGTC on the Service Provider's website <http://rtlsaleshouse.hu/channels> in order to follow the potential changes in them. We acknowledge that M-RTL Zrt. shall on occasion be required to provide itemized and regular information to the Media Provider operating the channels with regard to the Agency's and / or Advertiser's spending invoiced in the specific channel. Parties shall not regard the providing of such information as a trade secret infringement.

Dated ..... 2023

Signature, stamp of Agency

## **STATEMENT**

I, the undersigned.....(company name) ..... Agency hereby represent and warrant that, with each of my Customers indicated herein, I have entered into an agreement within the applicable legal framework in which my clients referenced fully authorized me to enter into contract(s) concerning the sale of advertisements, in particular, contracts for the publication of advertisements, for the benefit of my Customers and on my own behalf with the Service Provided indicated in the GCC, i.e., with M-RTL Zrt. (H-1222 Budapest, Nagytétényi út 29.) (including any amendment and supplementation thereof), to perform such contract(s), to accept performance, and also to perform the acts and to take to take the legal declarations related to the performance.

I declare that I enter into contract at my own risk and responsibility, and I warrant that I will fulfil the obligations arising from the agreements concluded with M-RTL Zrt. under my own responsibility and at my own risk. Furthermore, I declare that I am familiar with the provisions of the Advertisement Act, and I am aware of my obligations thereunder and I warrant that I will act in compliance therewith.

In the event that any of the Clients, or any of the data included in this Declaration by the Agency and by the Clients changes, I shall notify M-RTL Zrt. of such changes without delay but no later than within 5 days with a clear indication of the change.

Budapest, ..... 2023

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**Agency**

List of Agency's Clients affected by this Statement:

| <b>Company name</b> | <b>Registered seat</b> | <b>Company registration<br/>No.<br/>/registration number</b> | <b>Tax number</b> |
|---------------------|------------------------|--|-------------------|
|                     |                        |  |                   |
|                     |                        |  |                   |
|                     |                        |  |                   |
|                     |                        |  |                   |
|                     |                        |  |                   |

Annex 6

## Video accompanying sheet

Product/brand name: .....  
Film title: .....  
Duration: .....  
Time code: .....  
Producing or dubbing studio: .....  
Contact person: .....  
Telephone: .....  
Media purchasing agency: .....

We hereby certify that the product in the video has a quality test license for marketability.

**We hereby state that the applied music is an artwork ordered and composed for this advertisement.**

**YES**

**NO (in this case please provide the following data)**

| Data of musical and/or literary works:                               |
|--|
| Title: ..... Original title: .....                                   |
| Composer: ..... Lyricist: .....                                      |
| Performer: ..... Publisher/year: .....                               |
| Hungarian work: YES NO The duration of the used music: ..... seconds |

We hereby state that we are authorised to use the above specified work.

Date: .....

.....  
Client's signature

## DATA SHEET

Musical and/or literary works used  
in a sponsorship film or a public purpose advertisement

### SPOT DATA

Title: .....  
Original title: .....  
Duration (seconds): .....  
Source ID: .....  
Date of first broadcast: .....  
Date of last broadcast: .....  
Number of broadcasts: .....  
Code: .....  
Name of producer: .....  
Address: .....  
Name of the agency: .....  
Address: .....

### DATA OF MUSICAL AND/OR LITERARY WORKS

Title: .....  
Original title: .....  
Duration (seconds): .....

| <u>Musical work</u>              | <u>Literary work</u> |
|----------------------------------|----------------------|
| Composer: .....                  | Writer: .....        |
| Lyricist: .....                  | Adaptor: .....       |
| Performer: .....                 | Translator: .....    |
| Publisher/year: .....            |                      |
| Hungarian work:    yes        no |                      |

Date: .....

.....  
Client's signature

## Annex 7

Addressee: XY

Dear Sir, Madam,

We the undersigned, as the legal representatives of **M-RTL Zrt.** (seat: H-1222 Budapest, Nagytétényi út 29.; hereinafter referred to as **M-RTL**), declare that M-RTL will be liable to pay the taxes under Act XXII of 2014 on Advertising Tax (hereinafter: **ATA**) with respect to all advertisements broadcast on the *media service entitled RTL*, and M-RTL will comply with its tax filing and tax payment liabilities concerning the tax year 2023.

M-RTL has issued this declaration as part of the agreement concluded by and between Addressee and M-RTL (hereinafter: **Agreement**), with respect to the advertisements broadcast hereunder, expressly for the Addressee, for the purpose of use determined under Subsection (2) of Section 2 of the ATA, and M-RTL hereby authorises Addressee to convey to its relevant contracting partners under this Agreement a copy of this declaration, and give them authorisation for the transfer thereof with a content identical with this declaration.