

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

2019

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.

Film Code: it shall mean a code to be used jointly by the Parties on the basis of the following method for identifying 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-5th characters (digits) of the Film Code identify the year concerned (e.g. 19 refers to 2019);
- (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 characters of the Film Code identify the version number of the commercial film (e.g. 03 refers to the third reedited version of the commercial concerned); and
- (f) the 14th and 15th characters 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: UGY/19/HIR/TER/03/05 – Agency, 2019, 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 total ratings of the advertisement spot in real time, from the time of the broadcast until the end of the 7th day, according to the audience measurement of Nielsen Kft., on the target groups amended with the guest viewing measurement provided to the Service Provider.

Guest Viewer represents the person who does not belong to the panel household cooperating with audience measurement carried out by Nielsen Kft., but uses TV in the panel household and indicates such with signing in (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 programme (Product Placement).

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.

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.). 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.

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 2019, attached as Annex 4; Agency Registration Form 2019, 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, 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, the copy of its Bank Account Contract concluded not earlier than 30 days before submission or its certificate issued by the Bank proving that the Client holds an account with the Bank, and the copy of the Signature Registration Cards of the persons authorized to sign. By sending to Service Provider the first order concerning the subject year 2019, 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 (1222 Budapest, Nagytétényi út 29. registered by Fővárosi Törvényszék [Budapest Court of Justice] under Cg. 01-10-043422).

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

Media Law: Act CLXXXV of 2010 on Media Services and Mass Media.

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

RTL Klub:	04:00 – 27:59 – total day (19:00 - 22:59 – peak viewing time)
Cool, RTLII, Film+:	04:00 – 27:59 – total day (19:00 – 22:59 – peak viewing time)
Comedy Central:	06:00 – 29:59 – total day (19:00 – 22:59 – peak viewing time)
AMC	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
Minimax	06:00 – 29:59
MTV	06:00 – 29:59
Muzsika TV	04:00 – 27:59

Nick Jr	06:00 – 29:59
Nickelodeon	06:00 – 29:59
NickToons	06:00 – 29:59
Paramount	06:00 – 29:59
RTL Gold	04:00 – 27:59
RTL Spike	06:00 – 29:59
RTL+	04:00 – 27:59
Sorozat+	04:00 – 27:59
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

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%).

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, legal entity or business association that provides a prize in connection with a programme broadcast on the Channels.

Clock Advertisement: the Advertisement broadcast on RTL Klub and RTLII channels, every day, in the advertising break directly preceding the news programme (News) with a fixed starting time.

Split Screen Advertisement (Split Screen): a form of special 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.

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 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 Law and 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 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 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 quotation 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 quotation 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 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 advertised 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 maximum 12 minutes of Advertising Time available per hour.

Teleshopping Window: shall mean a teleshopping feature with a minimum uninterrupted duration of 15 minutes (Point 66 of Section 203 of the Media Act); Teleshopping Windows shall always be subject to a separate contract, and this 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 any Channel on spot (i.e. Advertising Time) or non-spot (i.e. Sponsorship fee, media cost of Prize Offering, media cost of Product Placement) television advertising during the whole of the year concerned (from 1 January 2019 to 31 December 2019). Spot and non-spot television advertising performed through an agreement concluded not directly with the Service Provider (i.e. through a third party) is included.

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 television 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 2019* 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. Service Provider shall not register a Client as an Agency if it acts on its own behalf and in its 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. A Client is not entitled to deduct the Agency Pricing Factor if it is registered as an Agency but acts on its own behalf and in its own interest, and an Agency is not entitled to deduct the Agency Pricing Factor if the Advertiser / Sponsor / Prize Offeror represented by the Agency has an ownership share in the Agency. The Agency Pricing Factor may be vindicated only and exclusively if the Agency has properly completed and submits the forms concerning the Sale of Advertising (Advertiser's Data 2019, attached as Annex 4 and Agency Registration Form 2019, 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 it is considered compliant with the provisions of this GCC, the Service Provider shall confirm the acknowledgement (either partially or entirely) of 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. 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 6 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 for information; 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 sum, excluding VAT, that the Client spends on spot (i.e. Advertising Time, Split Screen Advertisement, Virtual Advertisement, End Split, Clock Advertisement) or non-spot (i.e. Sponsorship fee, media cost of Prize Offering, media cost of Product Placement) television advertising on the Channels in the year concerned (from 1 January 2019 to 31 December 2019), excluding the following television advertising turnover:

- (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 turnover regardless of the form of display
- (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, 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 shall be entitled to assign partially or in their entirety the agreement on Sale of Advertising and the rights and obligations set out in, arising from or related to such agreement with the conditions set forth herein to any entities within the RTL Group upon written notification of the other party in advance, 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, in unchanged form. By accepting this GCC, the Clients give their explicit consent to the partial or full transfer of the agreement on Sale of Advertising, and waive the right to withdraw this statement.

M-RTL shall be entitled to assign partially or in their entirety the claims set out in, arising from or related to the agreement on Sale of Advertising to any entities within the RTL Group upon prior written notification of the other party.

The Client gives its' explicit consent to the assumption of M-RTL's obligations set out, arising from or related to the agreement on Sales of Advertising 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 Law, Act CIV of 2010 on the freedom of press and the basic rules of media content, Act XLVIII of 2008 on the basic conditions and limits of business advertising, and the guidelines and resolutions of NMHH or any other competent supervisory body (hereinafter: "**Authority**"), the Hungarian Code of Advertising Ethics, and the Ethical Code of the Self-regulating Advertising Board, 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 inform the Client in writing (including the electronic messages as well) on the changes of th GCC 15 days prior to its entry into force. Such changes shall not affect the prices determined in agreements regarding ordered and confirmed services, otherwise – from the date of its entry into force – the changes shall apply to the ordered and confirmed orders as well. If the changes include significant adverse provisions for the Client, the Client shall be entitled to cancel the order within 5 days of the delivery of the notice without any penalties, after this period Client shall be obliged to pay the penalties for Cancellation set forth in Chapter VII. The Cancellation shall be reasoned and shall also contain those provisions subject to the change, which impose significantly adverse provisions for the Client, it shall also contain the reasonable and substantiated explanation why the given provisions are significantly adverse for the Client.

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.

3. 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. Losses resulting from the change of the Client's e-mail address or any technical fault shall not be the responsibility of the Service Provider. The Client shall notify the Service Provider about such changes/operational faults as soon as possible.
4. M-RTL's declaration made on the basis of the model declaration relating to RTL Klub, set forth in Paragraph 3 of Section 3 of Act XXII of 2014 on the Advertisement Tax (hereinafter: "ATA"), attached hereto as [Annex 7, shall be handed over to Client at Client's specific written request, within 5 business days upon receipt of such written request.](#) M-RTL is listed in the separate registry of the tax authority subject to Paragraph 7/A. of ATA. With regard to advertisements sold by M-RTL which are published on other Channels, the copies of the declarations made by taxpayers subject to Paragraph 1 of Section 3 of the Ad Tax Law shall be incorporated in the individual agreement concluded with the Client (including without limitation the order and the Confirmation), and M-RTL shall hand it over to Client at Client's written request, within 5 business days of the date of the receipt of such written request.

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 a quotation, then it is valid exclusively with regard to the date and method specified in the quotation.
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 at the Channels, at the Service Provider;
- (iv) seasonal index;
- (v) spot length index;
- (vi) package discount.

Service Provider shall sell the individual Channels either in various packages (as defined in Annex 1) or individually, subject to the provisions of this 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 Clients 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 2019, adjusted by the seasonality 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) spot length index;
- (v) package discount.

If there is no annual commitment, then only the volume based pricing factor may be applied, and the volume based pricing factor applicable to the order shall be determined on the basis of the given Campaign.

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.

If the actual spending of the Client exceeds the spending level set forth in the written commitment during the year, then, at the request of Client, the volume based pricing factor assigned to the appropriate spending level shall be applied. The jointly determined pricing factor level is valid from the month in which the spending of the Client reaches the spending tier assigned to the required new pricing factor level.

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. Service Provider shall notify Client in written form (including electronic message) 25 days prior to the introduction of any price increase. As from the effective date, the new prices shall apply also to orders that have been confirmed already. Within 5 business days of the receipt of the notice on the price change the Client may cancel the order without paying penalties. After such date the Client shall pay penalties for Cancellation of orders pursuant to Chapter VII. Client acknowledges that a possible change 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 change as soon as possible.

2.3 "Children" price

Service Provider shall provide a so-called "children" price for the thematic children channels belonging to its portfolio (Minimax, Nickelodeon, Nick JR, NickToons), as well as RTL Klub, in the week-end time range dedicated for the children target group, depending on the programme structure, on Saturdays and Sundays in the morning, for programmes broadcast for the children target group. 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 Klub which are targeted at other children target groups, as determined individually by the Service Provider in its own discretion. If the programme structure does not include "children programmes", the other provisions of the GCC shall be applicable.

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 some other products/advertisers, then the Service Provider shall be entitled to charge 15% 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.

2.5 Special programme and special advertising (including Teleshopping and Teleshopping Window).

Service Provider reserves the right to apply an additional charge or special price for certain programmes 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 Media cost of Product Placement

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 media cost of Product Placement does not include the cost of the recording and measurement of the Product Placement.

2.7 Media cost of Prize Offering

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 prize offering displays not only the original product but also some other products/advertisers, then the Service Provider shall be entitled to charge 15% 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.

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 the pricing factor, Service Provider shall be entitled to reclaim the amount deducted through such unjustified use of the pricing factor based on the Ratecard 2019. 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 Client any time during the year or after the agreed period in order to provide for 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 shall define the Channel packages in its own discretion. The Service Provider is entitled to change an individual package, or the Channels listed in such package if its right of sale of advertising on the Channel or the Channel is terminated.

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 be considered as 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. Service Provider will determine the times of broadcasts within its own competence. 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 6 weeks in the case of C/GRP orders, and 4 weeks in the case of List Price orders (see the tables below). Service Provider shall provide the C/GRP prices and List Prices determined in the contracts exclusively for orders received within the deadlines specified below, and take into consideration exclusively the amount determined in the orders received within the deadline.

Deadlines for C/GRP based orders:

January 2019	7 December 2018
February 2019	21 December 2018
March 2019	18 January 2019
April 2019	18 February 2019
May 2019	20 March 2019
June 2019	19 April 2019
July 2019	20 May 2019
August 2019	20 June 2019
September 2019	22 July 2019
October 2019	16 August 2019
November 2019	20 September 2019
December 2019	21 October 2019
January 2020	4 December 2019

Deadline for List Price based orders:

January 2019	7 December 2018
February 2019	4 January 2019
March 2019	1 February 2019
April 2019	4 March 2019
May 2019	3 April 2019
June 2019	6 May 2019
July 2019	3 June 2019
August 2019	4 July 2019
September 2019	5 August 2019
October 2019	3 September 2019
November 2019	4 October 2019
December 2019	4 November 2019
January 2020	4 December 2019

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) the name of the Channel or the channel package in which regard Client places an order;
- (iii) the name of the product or service to be advertised;
- (iii) the duration of the Campaign, and in particular the specification of the first and the last broadcasting day;
- (iv) the duration of the commercial film to be broadcast;
- (v) the Film Code;
- (vi) the budget in HUF;
- (viii) the target group;
- (viii) 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) the name of the Channel or the channel package in which regard Client places an order;
- (iii) 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;
- (v) the duration of the commercial film to be broadcast;
- (vi) the Film Code;
- (vii) the budget in HUF;
- (viii) the relevant pricing factors;
- (ix) all other information required for the Service Provider for the proper performance of the order.

The Service Provider will accept the orders only if the data concerning the Client are properly filled in.

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 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 or 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 Usage of Daypart within a given daypart, that is usage of a specific time range within a given daypart, 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 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 such order is confirmed by the Service Provider. The Service Provider shall not be liable for the performance of orders in which regard no Confirmation was given. In the case of orders which have not been confirmed the Service Provider shall not be bound by the offer.
11. Service Provider shall send to Client the broadcast plan, comprising a detailed spot list based on the order, including the data set forth in Clause 7 of Chapter IV, at least 6 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 Client may submit written remarks to the Service Provider within 1 (one) business days of the receipt of the broadcasting plan.

13. Service Provider's failure to meet the special requirement/requirements of 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 quotation accepted jointly by the Service Provider and the Sponsor, and the rates included in the quotation.

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 obliged to be registered by the court of registration: the company registration number; and
 - d. domicile/seat;
- (iii) the name of Sponsorship mark, brand, product, etc.;
- (iv) If Sponsorship is ordered through an Agency, then the Agency's:
 - a. corporate name;
 - b. tax registration number;
 - c. company 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 quotation for Sponsorship and sending it to the Service Provider, Sponsor undertakes the obligation towards the Service Provider to accept the terms included in the quotation for Sponsorship compiled by the Service Provider, and pay the Sponsorship Fee.

Sponsor 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 Klub, and at least 7 (seven) business days before the date of first broadcast in the case of RTL Klub.

The Service provider shall confirm the acknowledgment of the order in writing, within 6 working days of the receipt thereof. The Sponsor acknowledges that no order shall be considered as accepted by the Service Provider unless such order is confirmed by the Service Provider. The Service Provider shall not be liable for the performance of orders in which regard no Confirmation was given. The Service Provider shall not be bound by an obligation to contract in the case of 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) the name of Sponsorship mark, 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 sponsorship film is longer than specified in the order, the Service Provider may reject its broadcast, which shall be deemed as a Cancellation by Sponsor, and is therefore subject to 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 quotation accepted jointly by the Service Provider and the Client, and the prices included in the quotation.

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 distributor of the product to be displayed;
- (ii) In cases where the order for Product Placement is placed not through an Agency, then the Client's:
 - a. name;
 - b. tax registration number/tax identification number;
 - c. in the case of legal entities obliged to be registered by the court of registration: the company 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; 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 media cost, consideration and relating costs of Product Placement.

By signing the quotation for Product Placement and sending it to the Service Provider, Client undertakes the obligation towards the Service Provider to accept the terms included in the quotation for Product Placement compiled by the Service Provider, and pay the media cost and other relating costs of Product Placement.

Client shall submit its order to Service Provider at least 14 (fourteen) business days **prior to the shooting / the production** of the programme. 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 such order is confirmed by the Service Provider. The Service Provider shall not be liable for the performance of orders in which regard no Confirmation was given. The Service Provider shall not be bound by an obligation to contract in the case of orders that have not been confirmed.

Service Provider's Confirmation shall include:

- (i) The name of the Client;
- (ii) In cases where Product Placement is ordered through an Agency, the Agency's name;
- (iii) The name of the mark, 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;
- (v) The cooperation period;
- (vi) The media cost and relating costs of Product Placement;

18. Prize Offering

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

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 Client's:
 - a. name;
 - b. tax registration number/tax identification number;
 - c. in the case of legal entities obliged to be registered by the court of registration: the company 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; 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 media cost, method and other conditions of Prize Offering.

By signing the quotation for Prize Offering and sending it to the Service Provider, Client undertakes the obligation towards the Service Provider to accept the terms included in the quotation for Prize Offering compiled by the Service Provider, and pay the media cost and other relating costs of Prize Offering. 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 such order is confirmed by the Service Provider. The Service Provider shall not be liable for the performance of orders in which regard no Confirmation was given. The Service Provider shall not be bound by an obligation to contract in the case of orders that have not been confirmed.

Service Provider's Confirmation shall include:

- (i) The name of the Client;
- (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.

M-RTL shall notify Client about the names and addresses and other required data of the winners, and Client shall 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 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.

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 provision, 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 (exclusively on RTL Klub and RTLII channels)

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

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

By signing the quotation for clock Advertisement and sending it to the Service Provider, Client undertakes the obligation towards the Service Provider to accept the terms included in the quotation for clock Advertisement, compiled by the Service Provider, and pay the fee and other relating costs thereof.

Client shall send the order to Service Provider at least 7 (seven) business days prior to the date of first broadcast in the case of the channels of RTL Klub and RTLII.

The Client acknowledges that no order shall be considered as accepted by the Service Provider unless such order is confirmed by the Service Provider. The Service Provider shall not be liable for the performance of orders in which regard no Confirmation was given. The Service Provider shall not be bound by an obligation to contract in the case of orders that have not been confirmed.

Service Provider's Confirmation shall include:

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

20. Split Screen Advertisement

Orders concerning Split Screen Advertisement are placed based on the quotation 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) the name of the product or service to be advertised;
- (iii) the date and programme environment of the Split Screen Advertisement;
- (iv) the name of the Channel;
- (v) the duration and Film Code of the commercial film to be broadcast;
- (vi) the budget in HUF; and
- (vii) all other information required by the Service Provider for the proper performance of the order.

By signing the quotation for Split Screen Advertisement and sending it to the Service Provider, Client undertakes the obligation towards the Service Provider to accept the terms included in the quotation for Split Screen Advertisement, compiled by the Service Provider, and pay the fee and other relating costs thereof.

Client shall submit its order to Service Provider at least 7 (seven) business days prior to the first broadcast.

The Client acknowledges that no order shall be considered as accepted by the Service Provider unless such order is confirmed by the Service Provider. The Service Provider shall not be liable for the performance of orders in which regard no Confirmation was given. The Service Provider shall not be bound by an obligation to contract in the case of orders that have not been confirmed.

Service Provider's Confirmation shall include:

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

By signing the quotation for End Split and sending it to the Service Provider, Client undertakes the obligation towards the Service Provider to accept the terms included in the quotation for End Split compiled by the Service Provider, and pay the fee and other relating costs thereof.

Client shall submit its order to Service Provider at least 7 (seven) business days prior to the first broadcast.

The Client acknowledges that no order shall be considered as accepted by the Service Provider unless such order is confirmed by the Service Provider. The Service Provider shall not be liable for the performance of orders in which regard no Confirmation was given. The Service Provider shall not be bound by an obligation to contract in the case of orders that have not been confirmed.

Service Provider's Confirmation shall include:

- (i) the name of the Client;
- (ii) the name of the product or service to be advertised;
- (iii) the date and programme environment of the End Split;
- (iv) the name of the Channel;
- (v) the duration and Film Code of the commercial film to be broadcast (if available);
- (vi) 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 quotation accepted jointly by the Service Provider and the Client, and shall be subject to the rates included in the quotation. Orders for special advertising shall include the following:

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

By signing the quotation for Other special forms of display and sending it to the Service Provider, Client undertakes the obligation towards the Service Provider to accept the terms included in the quotation for such other special form of display, compiled by the Service Provider, and pay the fee and other relating costs thereof.

Client shall submit its order to Service Provider at least 7 (seven) 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 the performance of orders in which regard no Confirmation was given. The Service Provider shall not be bound by an obligation to contract in the case of orders that have not been confirmed.

Service Provider's Confirmation shall include:

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

23. Virtual Advertisement

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

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

By signing the quotation for Virtual Advertisement and sending it to the Service Provider, Client undertakes the obligation towards the Service Provider to accept the terms included in the quotation for Virtual Advertisement compiled by the Service Provider, and pay the fee and other relating costs thereof.

Client shall submit its order to Service Provider at least 7 (seven) business days prior to the first broadcast.

The Client acknowledges that no order shall be considered as accepted by the Service Provider unless such order is confirmed by the Service Provider. The Service Provider shall not be liable for the performance of orders in which regard no Confirmation was given. The Service Provider shall not be bound by an obligation to contract in the case of orders that have not been confirmed.

Service Provider's Confirmation shall include:

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

24. Public Purpose Advertisement

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

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

By signing the quotation for Public Purpose Advertisement and sending it to the Service Provider, Client undertakes the obligation towards the Service Provider to accept the terms included in the quotation for Product Placement compiled by the Service Provider, and pay the fee and other relating costs of Product placement.

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 Klub, and at least 10 (ten) business days before the date of first broadcast in the case of RTL Klub.

The Service Provider shall confirm the acknowledgment of the order in writing, 6 business days prior to the first date of display. 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 the performance of orders in which regard no Confirmation was

given. The Service Provider shall not be bound by an obligation to contract in the case of orders that have not been confirmed.

Service Provider's Confirmation shall include:

- (i) the name of the Client;
- (ii) the description of the purpose of the Campaign;
- (iii) the date and programme environment of the Public Purpose Advertisement (broadcasting schedule);
- (iv) the name of the Channel (exclusively channels that belong to the portfolio of RTL Hungary);
- (v) the duration and Film Code of the Public Purpose Advertisement to be broadcast (if available).

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

1. The 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. Sponsorship films shall be broadcast pursuant to conditions set forth in the order and the Confirmation.

If there is a difference between the ordered and performed GRP volume of the Campaigns, the Service Provider aims to perform the HUF value of under/over performance of GRP in the following Campaigns of the reference year.

2. The fulfillment of the ordered and confirmed GRP volume shall be defined on the basis of the sum of the value of the TSV GRP and the Guest viewing TSV GRP. The Service Provider shall base the fulfillment of campaigns based on C/GRP on the sum of ratings of the advertisement spot rounded to one decimal place.
The final value of TSV GRP and Guest viewing TSV GRP shall be available on the 8th (work)day after broadcast, thus the final value of the GRP may be finalized on the 8th day after the broadcast of the last advertisement spot.
3. The Service Provider shall provide no sector exclusivity within an advertisement break.
4. The placement of various products of a Client 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 commercial and/or sponsorship film:
 - (i) violates any applicable law;
 - (ii) violates the business interests of Service Provider or Media Provider;
 - (iii) contradicts the image of the Channel;
 - (iv) clashes with the norms of advertising ethics;
 - (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 commercial and/or sponsorship 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 commercial and/or sponsorship 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 commercial films and/or sponsorship 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 ordered commercial and/or sponsorship film is not or not properly broadcast due to technical 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 Advertising Time. 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. If such technical fault arose 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).

Client shall inform the Service Provider about its claim for damages within 5 business days from the date of the non-performance of the broadcast of the Advertising. Failing this the Service Provider shall not accept the claim for damages, and Service Provider excludes any liability for damages that may be excluded according to the Hungarian Civil Code (Ptk.).

Such limitation of liability is not applicable to the Client's damages arising from the wilful or gross negligence of the Service Provider.

In the case of non-performance or faulty performance of broadcasts due to Force Majeure, the Service Provider does not accept any claim for damages and shall in no way be held liable for damages. 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 programme any time at its own discretion.
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 similar 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 3 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 price change is not subject to the price change defined in section 2.2., Service Provider is not obliged to send prior notice..

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 form of special advertising which is sold by the Service Provider on RTL Klub and RTLII channels 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 15 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.) only against the payment of 20% surcharge 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, and its duration reduces the maximum 12 minutes of Advertising Time available per hour.

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) 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.
- (v) The broadcast of Split Screen Advertisement is carried out to the expense of the Advertising Time, and its duration reduces the maximum 12 minutes of Advertising Time available per hour.
- (vi) 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 End Split, the minimum length of the advertising spot is 10 seconds, while the maximum spot 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) 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.
- (v) The broadcast of End Split is carried out to the expense of the Advertising Time, and its duration reduces the maximum 12 minutes of Advertising Time available per hour.
- (vi) The End Split window advertisement shall not be larger than half of the area of the screen, and its advertising nature must be visibly indicated.

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 minimum length of the commercial film is 5 seconds, while the maximum length 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 6 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, and its duration reduces the maximum 12 minutes of Advertising Time available per hour.

15. Public Purpose Advertisement

It is a special form of advertising which is sold by the Service Provider at individual rates. Service Provider sells Public Purpose Advertisement exclusively on channels that belong to the portfolio of RTL Hungary (see Annex 1). The applicable pricing factor is at least 30% on the basis of the List Price, pursuant to the agreement made by the Parties.

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

- (i) The Public Purpose Advertisement may be broadcast at the times 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 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 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 creative could be edited into broadcast is the 7th business day prior to submitting the creative.

16. Sponsorship, In-Programme Message, Product Placement, Prize Offering, Other forms of special 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.
- (ii) 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 Acknowledgment 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 no complaint will be accepted by the Service Provider after such deadline. Service Provider excludes any liability for damages that may be excluded according to the Hungarian Civil Code (Ptk.)

VII. CANCELLATION, MODIFICATION

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, the media cost of Product Placement or Prize Offering.

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** sales scheme, the following penalties shall be paid on the basis of the net broadcasting fee, as per various categories, in line with Annex 2.

In the case of Cancellation of orders under the **List Price** sales scheme, the following penalties shall be paid on the basis of the net broadcasting fee, as per various categories:

Cancellation during the 4th week before the first day of the broadcasting month and prior to this	0%
Cancellation during the 3rd and 2nd week before the first day of the broadcasting month	50%
Cancellation during the week preceding the first day of the broadcasting month and thereafter	100%

The specific dates valid for 2019, corresponding to the time ranges above, are set forth in Annex 2.

3. The surcharge for the **modification** of orders under the **C/GRP sales scheme** shall be paid on the basis of the net broadcasting fee, in line with Annex 2.

In the case of **modification** of orders under the **List Price** sales scheme, the following surcharges shall be paid on the basis of the net broadcasting fee as per various categories:

Modification during the week preceding the first day of the broadcasting month	50%
Cancellation during the broadcasting period	100%

The specific dates valid for 2019, corresponding to the time ranges above, are set forth in 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 accepts a Cancellation or modification by 3 business days prior to the date of broadcast, until 11 a.m. In the case of the channels in the 3+ Frequency and 4+ Family packages, the Service Provider accepts a Cancellation or modification until 11 a.m. 7 business days prior to the date of broadcast. The basis for any eventual complaints shall be the confirmation of Cancellation or modification. Any Cancellation or modification that is not confirmed in writing shall be considered as invalid and any loss arising from it shall be the responsibility of 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 registered mail 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. In the case of ordering Public Purpose Advertisements, Client shall pay to the Service Provider the entire fee of the Campaign as advance payment in line with the Service provider's notice requesting advance payment. The Service Provider shall issue, and send to the Client, an invoice on the advance payment credited to its account following the date of crediting such amount. Upon the completion of the Campaign, the Service Provider shall issue a final invoice, which excludes the amount paid as advance payment.
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 is entitled to request preliminary payment (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.

In the case of advance payment, 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 is not paid by the due date, the Service Provider reserves the right to suspend performance, or refrain from launching the Campaign. The Service Provider shall issue, and send to the Client, an invoice on the advance payment within 3 business days of the date of crediting the amount of advance. 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 deducted 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 paid in the currency in which it is made out.
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 SPONSORSHIP FILMS

1. Client shall deliver the advertising materials required for broadcasting to the seat of the Service Provider or another address 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 Comedy Central: 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) In the case of Sponsorship Films on RTL Klub: 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 Viacom (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, and other special forms of advertisement by 12:00 noon on the 6th business day preceding the date of first display;
 - (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.

The evaluation of the material of Public Purpose Advertisements is carried out on an individual basis, and the earliest date a finally approved creative could 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 required time period between the deadline of submitting an order by the Client to the Service Provider and the date of first broadcast may be extended.

In the case of missed broadcasts due to late film delivery, Client shall pay a penalty in the amount determined in Clause 2 of Chapter VII.

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 noon 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 cost 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 cost 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 uploaded film (commercial film, sponsorship film or public purpose advertisement) through the Adstream file sending service or by the IMD Cloud service provided by Honeycomb/IMD, or shall provide the data submission according to the data sheet regarding the used musical compositions / 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 (in case of sponsorship film and public purpose advertisement) as a separate formal document. 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).

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

3. The Service Provider undertakes to transmit the commercial film and or sponsorship film 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 or the entire Campaign, then the cost of making such 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 and Public Purpose Advertisements, Client may send the materials required for broadcasting to the channel through the Adstream file sending service operated by Digital Transfer Kft, or by the IMD Cloud service operated by Honeycomb/IMD, 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.)

There are the following ways you may submit materials to Adstream:

FTP based data transfer – We provide individual access for our clients to a file server on a backbone network.

Client shall inform Adstream – based on the information available – of the expected time of the completion of the uploading, and the size of the file.

Adstream Hungary Kft's (1135 Budapest, Hun u. 2.) service is available subject to the payment of the respective fee. For further details, please contact at the following contacts:

+36 1 881 6505
+36 70 408 9409

Technical issues:
+36 1 881 6449
+36 70 945 5234

Administrative and, other issues:
+36 1 881 6412
e-mail: tvhu@adstream.com

Adstream HD technical specification – Adstream accepts the following formats:

Uncompressed 8-bit YUV
1080/50

Container : MOV
Video:
Codec : Uncompressed 8bit YCbCr
Chroma Subsample : 4:2:2
Interlacing : Upper/Top Field First
Frame Size : 1920x1080
Frame Rate : 25 FPS
Aspect Ratio : 16:9
Audio:
Codec : Integer (Big/Little Endian)
PCM
Sample Rate : 48kHz
Sample Size : 16 bit / 24 bit
Channels : Stereo

**Quicktime ProRes 422HQ
1080/50**

Container : MOV
Video:
Codec : Apple Quicktime ProRes 422
(HQ)
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 : 48kHz
Sample Size : 24bit
Channels : Stereo

**MXF Wrapped XDCAM
1080/50**

Container : MXF
Video:
Codec : XDCAM 422
Profile : MPEG-2 422P@HL
Bitrate : 50Mb/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 : 48kHz
Sample Size : 24bit
Channels : Stereo

MPEG-2 Transport Stream 1080/50

Video: Codec : MPEG-2 Container : MPEG-2 Transport Stream Profile : 4:2:2
Profile @MainLevel (422P@ML)
Bitrate : 100Mb/s CBR
Chroma Subsample : 4:2:2
Interlacing : Upper/Top Field First
GOP Structure : I Frame Only
Frame Size : 1920x1080
Frame Rate : 25 FPS

Audio:

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

Honeycomb/IMD Hungary technical parameters

Files uploaded to the Honeycomb/IMD Cloud platform are subject to immediate and automatic quality control (Auto QC). The following technical guidelines shall be complied with in order to make sure that the uploaded files comply with the QC.

	SD (PAL)		HD (1080/50i)
Container	MOV (QuickTime)	MXF (OP1a)	MXF (OP1a)
Video:			
Codec	IMX50	IMX50	XDCAM HD422
Format Profile	422P@MainLevel	422P@MainLevel	422P@HighLevel
Frame size	720x576 (608 with VBI)	720x576 (608 with VBI)	1920 x 1080
Display Aspect Ratio	16:9	16:9	16:9
Frame rate	25 fps	25 fps	25 fps
Interlacing	Upper Field First	Upper Field First	Upper Field First
Bitrate	50 Mbps / 30 Mbps	50 Mbps / 30 Mbps	50 Mbps
Chroma Subsampling	4:2:2	4:2:2	4:2:2
GOP Length	1 (N=1), I frame only	1 (N=1), I frame only	12 (M=3, N=12)
Audio:			
Format	PCM (Little Endian)	PCM (Little Endian)	PCM (Little Endian)
Channels	2 (1 stereo pair)	2 (1 stereo pair)	2 (1 ch/audio stream)
Sample Rate	48 kHz	48 kHz	48 kHz
Bit Depth	16 bits / 24 bits	16 bits / 24 bits	16 / 24 bits

File Layout:

Useful content ending to a full second. (first frame – last frame)

Nothing more (pre- and post-roll, countdown/slate, stripes, black or audio) is required.

Video Levels:

In the case of SD content the video level must comply with ITU BT.601, in the case of HD content it must comply with ITU BT.709, and must comply with the recommendation EBU R103-2000.

Luma = Level 16-235 (not RGB 0-255 level), equivalent to 0% - 100% or 0mV - 700mV.

Chroma = Level 16-240, equivalent to maximum 100% RGB.

All materials must be of “upper and first field dominant” and broadcast quality, and free of the following defects: “encoding artefacts” (ie, disorders resulting from encoding), outages, blocking, interlace or over-aliasing.

Audio Levels:

Under the EBU R128 recommendation, sound volume must comply with the -23 LUFS (±0.5 LUFS) and max. -1 dBTP standards

In the case of materials submitted to R68 audio host channels, the peak sound value cannot be lower than -9 dbfs.

The audio shall be free of distortions, errors and excessive hissing sounds, and must be in sync with the video.

Honeycomb/IMD Cloud contact:

Honeycomb 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@honeycomb.hu

Service Provider gives the option to submit HD commercial films, Public Purpose Advertisements and sponsorship films through the Adstream system or the IMD Cloud system. The above does not apply to the following channels: RTL Gold, Muzsika TV, RTL+ , Sorozat+ and HISTORY channels.

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 AND SPONSORSHIP FILMS, AND OTHER DISPLAYES

1. The Service Provider will not examine the delivered material (film, sponsor message, creative material, prize offering or any display, etc.) handed over for broadcasting purposes in respect of the compliance thereof with the laws and advertising ethics, and any loss, fine, civil claim arising from such non-examination shall be the responsibility of the Client. By accepting the present GCC, the Client expressly undertakes to pay any and all fines imposed on the Service Provider (like the fines imposed by NMHH, the consumer protection authority or other proceeding authorities), and any and all damages and civil law claims, arising from the violation of the respective laws and regulations, in particular the copyright law, advertising law, media law, competition law, consumer protection or civil law by the materials (film, sponsor message, creative material, prize offering or any display, etc.) delivered by the Client. On the basis of the present section, the only case when the Client is not liable for the fine imposed on the Service Provider 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 limits, provided that the time limits were 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.

In respect to 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, media, competition and advertisement laws, as well as consumer protection, civil and penal laws under the jurisdiction applicable to the Channel with regard to the delivery materials (film, sponsor message, creative material, prize offering or any display, etc.) delivered by the Clients for broadcasting. Appendix 3 of present GCC contains the information regarding the jurisdiction of foreign Channels.

Client acknowledges that the media providers of the Channels may submit their claims for damages, fines and other civil claims relating to the delivered material directly to the Client, and they may demand the Client to assume any damages, fines and civil claims.

2. The Client warrants that the product/service appearing in the advertisement / sponsorship film, Prize Offering or within the framework of a Product Placement has the certificates of quality necessary for the distribution, or, if the product is not subject to the obligation of preliminary quality or compliance control, the Client shall make a specific declaration in this respect; furthermore, the Client shall warrant that it does not violate any provision concerning the prohibition or restriction of advertisement under Media Law, the Advertising Law 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 the content and implementation of such material is in compliance with the applicable laws in force.
4. Client shall indemnify (including without limitation damages, fines, procedural fees and legal costs) the Programme 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 limited to the provisions of copyright law, consumer protection, advertisement law 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 litigious or administrative procedure or any other way, against the Service Provider and/or the Media Provider.

XI. MISCELLANEOUS OTHER PROVISIONS

1. The Service Provider undertakes to plan a campaign (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 Client, 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 endeavour to settle the disputes arising from the contract amicably. Failing such efforts the Parties shall accept the jurisdiction of the normal court and the competence of Budai Központi Kerületi Bíróság (Central District Court of Buda) and Fővárosi Törvényszék (Budapest Court of Justice) if the disputed amount is not more than HUF 5,000,000 (five million forints), and the exclusive competence of the permanent Court of Arbitration attached to the Hungarian Chamber of Trade and Industry, which proceeds in accordance with its own rules of procedure, if the disputed amount is in excess of HUF 5,000,000 (five million forints).
The present GCC shall qualify as an arbitration contract pursuant to Act LX of 2017 on Arbitration in the case the disputed amount is in excess of HUF 5,000,000 (five million forints).
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 2019, as from the date of notification. With the entry into force of these GTC, general terms and conditions drafted in this subject automatically become invalid.

Ratecard2019

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)

érvényes: 2019. január 1-től	30 mp-es szpot Alapár
RTL Klub	
02:00-05:59	450,000
06:00-11:59	720,000
12:00-15:59	1,200,000
16:00-18:59	3,300,000
19:00-22:59	5,700,000
23:00-25:59	1,500,000

érvényes: 2019. január 1-től	30 mp-es szpot Alapár	30 mp-es szpot Alapár
	Prime time (19:00-22:59)	Non-prime
RTLII	450,000	300,000
Cool	450,000	300,000
Film+	450,000	300,000
Comedy Central	450,000	300,000
	All day (02:00-25:59)	
Minimax	300,000	
Nick Jr.	300,000	
Nickelodeon	300,000	
AMC	300,000	
Paramount	300,000	
Sorozat +	300,000	
Comedy Central Family	210,000	
Film Cafe	210,000	
HISTORY	210,000	
Muzsika TV	210,000	
RTL Gold	210,000	
RTL Spike	210,000	
RTL+	210,000	
Spektrum	210,000	
Spektrum Home	210,000	
Sport1	210,000	
Sport2	210,000	
Film Mania	150,000	
MTV Hungary	150,000	
TV Paprika	150,000	

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.

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 index

5 sec	30%
10 sec	50%
15 sec	65%
20 sec	80%
25 sec	90%
30 sec	100%
30 sec - 90 sec	linear increase (rounded up to 2 decimal places)

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

1.2 Seasonality 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	45%
February	75%
March	100%
April	125%
May	125%
June	120%
July	75%
August	75%
September	140%
October	140%
November	140%
December	100%

2. Pricing factor applicable to a new advertiser

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% may be requested in advance.

Any Client with no television – spot and non-spot – spending on the Channels over the past three years 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 in advance by the Client 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 may be applied in the case of Campaigns which are not longer than 28 consecutive days. The pricing factor applicable to new advertisers may be applied for in written form at latest by the date of submitting the order. Applications submitted after the placement of the order will not be taken into consideration by the Service Provider.

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 Klub:

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 Klub:

02:00 - 25:59	net 25,000 HUF/break position (each)
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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%
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repeating the commercial film within a single break	20%
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Display of miscellaneous products/advertisers in addition to the original product within a single commercial film	15%
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(as per product and advertiser, regardless of the length of the exposure. The written/verbal display of the logo, name, web contact details 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.

3.3 Surcharge payable in the case of limited usage of Dayparts*:

Limiting the usage of Dayparts 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 5.1 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.

	Original net commitment (million HUF)								
	0-25	26-50	51-75	76-100	101-150	151-200	201-250	251-300	300-
Surcharge	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 in the months of declaration.
- The said surcharges shall be applied also to the volume commitment made in the case of purchase at List Price.

4.2 Underperformance of spendingshare commitment

Applicable surcharges

	Underperformance of spending share commitment			
	up to 2 percentage points	above 2%points and up to 5 percentage points	above 5 percentage points and up to 10 percentage points	above 10 percentage points
Surcharge	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 in the months of declaration.

Annex 1

The complete channel portfolio of Service Provider

The portfolio of RTL Hungary

RTL Klub
Cool
Film+
RTL II
RTL Gold
Muzsika Tv
RTL+
Sorozat+

The portfolio of AMC Networks International - Central Europe

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

Portfolio of Viacom Global Hungary

Comedy Central
Comedy Central Family
Nickelodeon
Nick JR
NickToons
Paramount
RTL Spike
MTV Hungary

The portfolio of A+E Networks

HISTORY

Channel packages sold by the Service Provider

1+ Reach

RTL Klub
RTL II
Comedy Central
Cool
Film+

3+ Frequency

AMC
Comedy Central Family
Film Cafe
Film Mania
HISTORY
Magyar MTV
Muzsika TV
Paramount Channel

RTL Gold
RTL Spike
RTL+
Sorozat +
Spektrum
Spektrum Home
Sport1
Sport2
TV Paprika

4+ Family

NickToons

Nickelodeon HU
Nick JR
Minimax

Annex 2

Deadlines applicable in 2019

Deadlines for C/GRP based orders and the surcharge applicable to late orders:

<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>
January 2019	7 December 2018	8 December 2018	15 December 2018	22 December 2018
February 2019	21 December 2018	22 December 2018	29 December 2018	5 January 2019
March 2019	18 January 2019	19 January 2019	26 January 2019	2 February 2019
April 2019	18 February 2019	20 February 2019	27 February 2019	6 March 2019
May 2019	20 March 2019	21 March 2019	28 March 2019	4 April 2019
June 2019	19 April 2019	20 April 2019	27 April 2019	4 May 2019
July 2019	20 May 2019	21 May 2019	28 May 2019	4 June 2019
August 2019	20 June 2019	21 June 2019	28 June 2019	5 July 2019
September 2019	22 July 2019	23 July 2019	30 July 2019	6 August 2019
October 2019	16 August 2019	17 August 2019	24 August 2019	31 August 2019
November 2019	20 September 2019	21 September 2019	28 September 2019	5 October 2019
December 2019	21 October 2019	22 October 2019	29 October 2019	5 November 2019
	Late order surcharge	5%	15%	30%

Deadline for the submission of list price based orders and the late order surcharge:

<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>
January 2019	7 December 2018	8 December 2018	15 December 2018	22 December 2018
February 2019	4 January 2019	5 January 2019	12 January 2019	19 January 2019
March 2019	1 February 2019	2 February 2019	9 February 2019	16 February 2019
April 2019	4 March 2019	5 March 2019	12 March 2019	19 March 2019
May 2019	3 April 2019	4 April 2019	11 April 2019	18 April 2019
June 2019	6 May 2019	7 May 2019	14 May 2019	21 May 2019
July 2019	3 June 2019	4 June 2019	11 June 2019	18 June 2019
August 2019	4 July 2019	5 July 2019	12 July 2019	19 July 2019
September 2019	5 August 2019	6 August 2019	13 August 2019	20 August 2019
October 2019	3 September 2019	4 September 2019	11 September 2019	18 September 2019
November 2019	4 October 2019	5 October 2019	12 October 2019	19 October 2019
December 2019	4 November 2019	5 November 2019	12 November 2019	19 November 2019
	Late order surcharge	5%	15%	30%

In the case of a cancellation of a C/GRP based campaign				
Campaign month	Until the specified date	Until the specified date	Until the specified date	
January 2019		9 December 2018	16 December 2018	thereafter
February 2019	28 December 2018	4 January 2019	11 January 2019	thereafter
March 2019	25 January 2019	1 February 2019	8 February 2019	thereafter
April 2019	25 February 2019	4 March 2019	11 March 2019	thereafter
May 2019	27 March 2019	3 April 2019	10 April 2019	thereafter
June 2019	26 April 2019	3 May 2019	10 May 2019	thereafter
July 2019	27 May 2019	3 June 2019	10 June 2019	thereafter
August 2019	27 June 2019	4 July 2019	11 July 2019	thereafter
September 2019	29 July 2019	5 August 2019	12 August 2019	thereafter
October 2019	23 August 2019	30 August 2019	6 September 2019	thereafter
November 2019	27 September 2019	4 October 2019	11 October 2019	thereafter
December 2019	28 October 2019	4 November 2019	11 November 2019	thereafter

Cancellation penalty	0%	25%	50%	100%
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In the case of a modification of a C/GRP based campaign		
Campaign month	Until the specified date	
January 2019	23 December 2018	thereafter
February 2019	20 January 2019	thereafter
March 2019	17 February 2019	thereafter
April 2019	24 March 2019	thereafter
May 2019	21 April 2019	thereafter
June 2019	19 May 2019	thereafter
July 2019	23 June 2019	thereafter
August 2019	21 July 2019	thereafter
September 2019	18 August 2019	thereafter
October 2019	22 September 2019	thereafter
November 2019	20 October 2019	thereafter
December 2019	17 November 2019	thereafter

Modification surcharge	50%	100%
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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 delivered material, including the knowledge of and compliance with the regulations applicable under the given jurisdiction.

Client shall compensate (including compensation without limitation of indemnities, fines, procedure fees, legal expenses) M-RTL and/or the Media Provider of the given Channel directly and without delay for damages arising from the infringement by the delivered and broadcasted material of relevant rules (applicable under either Hungarian or foreign jurisdictions), provided that such infringement becomes a basis of a claim enforced in a litigious or administrative procedure, or any other way, against M-RTL and/or the Media Provider.

The Service Provider will not examine the delivered material handed over for broadcasting purposes in respect of legal and advertising ethics compliance, and any loss, fine, civil claim arising from such non-examination shall be the responsibility of the Client. By accepting the present GCC, Client expressly undertakes to pay any and all fines imposed on the Service Provider, damages and claims under the civil law, arising from the violation of relevant rules and regulations by the materials delivered by Client. On the basis of the present section, the only case when the Client is not liable for the fine imposed on the Service Provider 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 limits, provided that the time limits were 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.

The Client warrants and shall declare that the product appearing in the material has the certificates of quality necessary for the distribution. The Client also warrants and shall declare if the product is not subject to the obligation of preliminary quality control. Client also warrants that the product is not in violation of rules and regulations that forbid, or restrict such advertisement.

Please find below the electronic availability of some of the major regulations applicable to the content of films 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 on the contents of the films under the given jurisdiction.

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: RTL II	Jurisdiction: Luxembourg
Channel's name: RTL Gold	Jurisdiction: Luxembourg
Channel's name: Muzsika TV	Jurisdiction: Luxembourg
Channel's name: RTL+	Jurisdiction: Luxembourg
Channel's name: Sorozat+	Jurisdiction: Luxembourg

Please find certain important media regulations relevant under the jurisdiction of Luxembourg at http://www.wen.uni.lu/recherche/fdef/droit_des_medias/texts

Channel's name: Comedy Central	Jurisdiction: Czech Republic
Channel's name: Comedy Central Family	Jurisdiction: Czech Republic
Channel's name: Nickelodeon	Jurisdiction: Czech Republic
Channel's name: Paramount	Jurisdiction: Czech Republic
Channel's name: RTL Spike	Jurisdiction: Czech Republic
Channel's name: MTV Hungary	Jurisdiction: Czech Republic
Channel's name: AMC	Jurisdiction: Czech Republic
Channel's name: Filmcafé	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

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

Channel's name: HISTORY	jurisdiction: Germany
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The German regulation is available at <http://www.r-time.hu/channels/history> website

Channel's name: NickJR	Jurisdiction: Netherlands
Channel's name: NickToons	Jurisdiction: 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.cvdn.nl/english/>

Channels under the jurisdiction of Hungary:
Channel's name: RTL Klub

Annex 4

Advertiser's data

M-RTL Zrt.

Advertiser's name	
Advertiser's seat	
Advertiser's permanent establishment	
Mailing address	
Phone	
Fax	
Company registration No.	
Name of the court of registration	
Full bank account number:	
Tax registration No.	

Persons authorised to sign on behalf of the company:

Name	Title

Documents to be attached:

- Copy of a bank account contract not older than 30 days, or a certification from the bank about the existence of a current account
- copy of the specimen of signature of the persons authorised to sign on behalf of the company.
- 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 conditions and certain limitations of business advertising (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:

Advertising agent's name	
Advertising agent's seat	
Advertising agent's address	
Advertising agent's phone number	
Advertising agent's company registration number	
Advertising agent's tax registration number	

The advertising agent referred to above shall be entitled to conclude and amend the contract on publishing the advertisement on behalf of the advertiser, and furthermore accept performance and make any statement usually associated with the performance of the contract on advertising (please underline as 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):

Advertisement provider's name	
Advertisement provider's seat	
Advertisement provider's address	
Advertisement provider's phone number	
Advertisement provider's company registration number	

In the case of any change in the above data, including the change of the person of the advertising agent, the advertiser shall notify M-RTL Zrt in writing within 5 days.

By signing here I confirm that we also expressly accept the contents of the General Contractual Conditions (GCC) and the Online General Contractual Conditions (OGCC) in force, including in particular, but not limited to the applicable provisions relating to charges, surcharges, penalties, liabilities relating to the content of advertisements and sponsorship films and other displays, and the terms and conditions and deadlines and other provisions of ordering and cancellation advertisements under the GCC and the OGCC, and we shall be expressly bound by it in the course of our cooperation with M-RTL Zrt. Furthermore I hereby declare that in order to follow the incidental changes of the GCC and the OGCC I will get acquainted with the up-to-date versions on the homepage of the Service Provider (<http://r-time.hu/channels>).

By signing this statement, I acknowledge, expressly agree to and accept to be bound by the provision of the GCC which, for any case with a case value greater than five million forints, designates the exclusive jurisdiction of the permanent Court of Arbitration operating in cooperation with the Hungarian Chamber of Commerce and Industry.

Date:

.....

Signature, stamp

5. Annex No.

Agency Registration Form, 2019

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.

Name of company	
Business location of company	
Address of company	
Mailing address	
Phone	
Fax	
Company registration No.	
Name of the court of registration	
Full bank account number:	
Tax identification number	

Authorized signatories of the advertiser

Name	Position

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

Documents to be attached:

- Copy of a bank account contract no older than 30 days or a certificate from the bank managing the account, verifying the existence of a bank account with them
- Copy of specimen signatures of authorized signatories.

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

By signing this registration form we shall expressly agree to the provisions of the General Contractual Conditions of M-RTL Zrt. regarding the sale of Television Advertisements (GCC) and the Online General Contractual Conditions (OGCC) in force, and hereby we declare that the GCC and the OGCC were delivered to us, we have thoroughly got acquainted with those documents prior to signing this form.

By signing this form we expressly confirm that we abide the rules and regulations of the GCC and the OGCC, in particular, but not exclusively regarding the rules and regulations on charges, surcharges, penalties in the given year, liabilities relating to the content of advertisements, sponsor films and other displays, also the terms and conditions of ordering and cancellation of advertisements, deadlines and other provisions under the GCC and the OGCC, and shall expressly agree to be bound by them in the course of our cooperation with M-RTL Zrt., and, accordingly, we request the 15% agency pricing factor to be applied to our orders.

Furthermore I hereby declare that in order to follow the incidental changes of the GCC and the OGCC I will get acquainted with the up-to-date versions on the homepage of the Service Provider (<http://r-time.hu/channels>).

By signing this statement, I acknowledge, expressly agree and accept to be bound by the provision of the GCC which, for any case with a case value greater than five million forints, designates the exclusive jurisdiction of the permanent Court of Arbitration operating in cooperation with the Hungarian Chamber of Commerce and Industry.

Dated 2019

Signature, stamp

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 appearing in the film has got the certificates of quality necessary for distribution.

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	

Made in
Budapest
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 the Advertisement Tax (hereinafter: **Ad Tax Law**) with respect to all advertisements broadcast on the *media service entitled RTL Klub*, and M-RTL will comply with its tax filing and tax payment liabilities concerning the tax year 2019.

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 Paragraph 2 of Section 2 of the Ad Tax Law, and M-RTL hereby authorises Addressee to convey to its relevant contracting partners a copy of this declaration, and give them authorisation to convey to them a declaration with a content identical with this declaration.