
**ONLINE GENERAL CONTRACTUAL CONDITIONS REGARDING THE SALE OF
ADVERTISING BY M-RTL ZRT ON THE WEBPAGES**

2017

I. INTERPRETATION

Terms used in this OGCC shall have the following meaning:

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

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

Sale of Advertising: any activity regarding the organisation of commercials and advertisements, the sale of advertisement surfaces, organisation and implementation of promotion appearing in any form in the Websites or in Applications.

Websites: shall mean groups of Internet websites and Applications made for mobile devices which have pages/interfaces where Service Provider holds the right to sell advertisements. Websites: www.rtlklub.hu; www.rtlmost.hu; www.rtl2.hu; www.rtl.hu; and other webpages to be launched in the future, where Service Provider holds the right to sell advertisements. Applications: RTL Most Application, ValóVilág Application

Advertiser: shall mean, pursuant to the law in force, a person in the interest of which an advertisement is published, or which orders the publication of an advertisement in its own interest.

List Price: shall mean the price (excluding VAT) of an advertisement published by the Service Provider.

Client: the Agency, or in the case of an entity having no Agency the independent Advertiser, that have properly completed the forms concerning the Sale of Advertising (*Agency Registration Form 2017, Advertiser's Data 2017*), giving its name, seat/domicile, bank account number, tax registration number, trade directory/company registration number, and the name of the Court of Registration keeping the trade directory, mailing address, telephone number, fax number, and furthermore got registered with the Service Provider, and submitted the copy of its certificate of incorporation issued by the competent court of registration not earlier than 30 days before, and a maximum 30 days old copy of its bank account contract or a statement from the bank that it has a current account with the bank, and furthermore a copy of the Specimen of Signature of the persons authorized to sign on its behalf. Client shall accept this OGCC by forwarding its first order concerning the subject year 2017.

M-RTL: the operator of the Websites, Magyar RTL Televízió Zártkörűen Működő Részvénytársaság (seat: 1222 Budapest, Nagytétényi út 29. registered by Fővárosi Törvényszék [Budapest Court of Justice] under Cg. 01-10-043422, tax registration number: 12254392-2-44).

NMHH: the National Media and Infocommunications Authority.

Net Price: the gross budget provided by the Agencies / Advertisers, excluding Value Added Tax, less the volume based pricing factor.

Net-Net Price: the gross budget provided by the Agencies / Advertisers, excluding Value Added Tax, less the volume based pricing factor and the Agency Pricing Factor (15%).

Service Provider: M-RTL.

Agency: the Client that has made a statement in January of the year concerned, by signing the Agency Registration Form 2017 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 for the benefit of the

Advertiser represented by it. Service Provider shall not register a Client as an Agency if it acts on its own behalf and for its own benefit.

Agency Pricing Factor: 15% agency discount granted to an agency officially registered with the Service Provider calculated on the basis of the invoiced amount representing the value of advertising surface or sponsorship 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 and technical costs, default interest, charges, and other fees in excess of the price of advertising surface and sponsorship, announcements of public interest, political advertisements, and charity calls. In the case of illegal engagement of any Pricing Factor, Service Provider shall be entitled to reinvoice and reclaim the amount of the Pricing Factor that was illegally engaged. An Advertiser is not entitled to deduct the Agency Pricing Factor if it is registered as an Agency but acts on its own behalf and for its own benefit, and an Agency is not entitled to deduct the Agency Pricing Factor if the Advertiser represented by the Agency has an ownership share in the Agency.

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.

II. INTRODUCTORY PROVISIONS

1. M-RTL shall have the exclusive right carry out the Sale of Advertising.
2. M-RTL is entitled to transfer the contract concluded on the basis of this OGCC or its other legal transactions to a third party within the group, in which case it is the third party within the group that orders the advertising surface from M-RTL, and sells it to third parties on its own behalf, unaltered. By accepting this OGCC, the Clients give their irrevocable approval to the transfer of the contracts concluded on the basis of this OGCC, and waive the right to withdraw this statement.
3. Unless provided otherwise, the contract regarding Sale of Advertising shall be subject to the provisions set forth in the present OGCC. In the case of a spending commitment, all advertisements ordered on the Websites shall be included in the commitment. Service Provider shall give prior notification to the Clients if the number of Websites either increases or decreases. 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 and the Hungarian Code of Advertising Ethics, and the Ethical Code of the Self-regulating Advertising Board. In the case of a discrepancy between the provisions of M-RTL's General Contractual Conditions regarding the sale of television advertising and the present OGCC, the present OGCC shall prevail. The Service Provider reserves the right of changing this OGCC unilaterally by Service Provider, and the Client grants its express consent thereto.
4. The Parties unanimously accept that sending electronic mails (e-mails) is a proper form of official communication in the following cases: placement of an order, confirmation, cancellation, modification, etc. The long-term storage of information is the responsibility of both parties. Service Provider shall not be liable for losses resulting from the change of the Client's e-mail address or any technical fault. Client shall notify Service Provider about such changes/operational faults as soon as possible.
5. M-RTL's declaration made on the basis of the model declaration relating to the Websites, set forth in Section 3(3) of Act XXII of 2014 on the Ad Tax (hereinafter: "Ad Tax Law"),

attached hereto as Annex 1 to this OGCC, 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.

III. ORDERS

1. The commercial offer given by the Service Provider to the Client prior to the placement of an order shall not be considered as a binding offer in terms of the volume, timing (placing) of ad impressions. The Service Provider is not obliged to provide the surface of ad impressions specified in the offer. Sponsorship activity shall be subject to the separate agreement made by Client and Service Provider, and the price determined therein. Client irrevocably undertakes to pay the budget indicated in the official order form of the ordered advertisement, or in the case of sponsorship, the sponsorship fee.

Any order regarding online advertising shall be placed exclusively in writing. The deadline of receiving the orders shall be the 5th day before the start of the campaign. Materials (in due format and carrier) must be received at least 3 business days prior to the date of the start of the campaign. In the case of special advertising formats (where the advertising material or parts of it must be built into the pages or the surface of the Websites) the deadline for receiving the advertising material is 5 business days prior to the date of the start of the campaign. The Service Provider shall not be liable for any default in performance arising from late orders.

2. Only such orders will be accepted by the Service Provider that include the following data:
 - (a) the name of Client / Advertiser / Sponsor
 - (b) the name of the product/service to be advertised/sponsored
 - (c) the day/date and time (campaign period) of the publication of the advertising/sponsorship and the requested place of publication
 - (d) the format of the advertisement/sponsorship, and in the case of online spot campaign, the duration of the spot to be used (maximum 30 sec)
 - (e) 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.

The campaign period refers to a continuous period of time during which the advertising material for a given product or service is delivered.

If an order includes more than one advertising formats and/or banners, the required delivery time must be clearly indicated for each.

Any damage and liability arising from the infringement of/non-compliance with the foregoing shall be the responsibility of the Client.

3. The Client acknowledges that no order shall be considered as accepted by the Service Provider unless such order is confirmed in writing. The Service Provider shall not be liable for the non-performance of orders in which regard no confirmation was given. Orders not confirmed by the Service Provider shall not be considered as binding offers.
4. If the technical size of the advertising material exceeds the upper limit determined in the media offer for advertisements (the size limit shall be 2 MB in the case of pre-, mid-, post-roll, and 80 kbyte in all other types of publication) and Client uses the Service Provider's ad server, then Service Provider shall be entitled to apply a surcharge.

IV. PROVISION OF AD SURFACE

1. Service Provider undertakes to provide the ordered and most recently confirmed ad surfaces for Client.

The Service Provider shall be entitled to refuse publication any time, if the advertising and/or sponsorship material:

- (a) violates any applicable law;
- (b) violates the business interests of Service Provider;
- (c) contradicts the image of M-RTL and/or the given Webpage, or clashes with the norms of advertisement ethics;
- (d) is disapproved, either officially or informally, by the NMHH or any other competent authority;
- (e) violates any section of the present OGCC.

The Service Provider shall not be under any obligation to pay damages in the cases referred to herein. The acceptance of the advertising and/or sponsorship materials does not relieve the Client from the obligations specified in the present OGCC and in other contracts made by the Client and the Service Provider.

2. If the ordered advertising and/or sponsorship material is not or not properly published as a result of technical faults or other reasons due to the Service Provider, then the Service Provider, after consulting with the Client, shall indemnify the Client for the loss by providing another ad surface. If the technical or other problem is not due to a fault of Service Provider, i.e. Service Provider proceeded to ensure publication as would normally be expected under the given circumstances, Service Provider shall not be liable to Client for such problem.
3. In the case of an order for an online spot campaign (pre-, mid-, fullvideo-, postroll spots), Service Provider will not accept commercial films longer than 45 seconds. Films longer than 45 seconds may be accepted against a surcharge, at Service Provider's exclusive discretion, based on Clause 6 of Chapter V of the OGCC.
4. In the case of time based fix publications, Service Provider does not provide any volume guarantee (AV, CT) for exposure.
5. Advertiser agrees that in the case of an order for "Run-of-Site" exposure, then the placement of the Advertisement will be determined by the Service Provider. In such cases the placement of ads will be automatic at surfaces determined by the Service Provider, which means that the Adserver system will distribute the ads randomly at the available free surfaces. Advertiser shall have absolutely no claim against Service Provider in relation to the visual and textual context of the placement of the Advertisement.
6. The placement of identical or various products of the same Advertiser into the same page cannot be excluded or objected.
7. Client shall inform Service Provider about his claim for damages within 5 business days from the date of the non-performance of the original delivery of advertising. Otherwise, or after the set deadline, Service Provider shall not accept complaints or claims for damages. Such limitation of liability is not applicable to the Client's damages arising from the wilful or gross negligence of the Service Provider.
8. In the case of non-performance or faulty performance due to Force Majeure, Service Provider shall not accept any claim for damages. Advertisements that have not been delivered or faultily delivered for technical or other reasons due to Force Majeure, will not be invoiced by Service Provider to Client.

V. ADVERTISING FEE

1. Advertising rates

Advertising rates are included in the Service Provider's Online Advertising Rate Card. Advertising rates are determined by the Service Provider according to the form of ad booking, ad format, ad size (pixel), place of publication, number of publications and the timing of publications. The tariffs exclude VAT but the invoices include VAT as a separate item.

Service Provider reserves the right to change its prices during the year, and undertakes to notify Client 25 days prior to the introduction of any price increase. In the event of special content upgrades new rates shall apply - as from the effective date of such change - to all orders, including orders already confirmed.

In the case of click through (CT) based orders, Service Provider will provide communication exclusively for discounted campaigns or campaigns with price communication content. In the case of click through (CT) based campaigns, Advertiser accepts that Service Provider is entitled to request a new creative if the creative of the Advertisement does not reach a click through rate (CTR %) of 0.08% in the first quarter of the campaign period. If the click through rate is lower than the required 0.08%, Service Provider shall notify the Advertiser, who either has to provide a new creative or accept a 20% surcharge based on the entire campaign. If the Advertiser fails to respond to the notification on the change of creative within 2 business days, then Advertiser shall be deemed to have accepted the payment of the surcharge.

Advertiser acknowledges that in the case of choosing the click through based advertising solution, the objective of the campaign is to generate click through to the advertisement. Advertiser undertakes to produce the creative so that it is clickable at the entire surface of the Advertisement, in any moment. Service Provider is entitled to check this before the publication of the Advertisement, and if the Advertisement is not in compliance with the criteria set out herein, in its opinion, then it is entitled to reject the Advertisement.

2. Pricing factor applicable to a new Advertiser

In the case of an Advertiser 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 writing, in advance.

Any Advertiser with no online spending on the Websites sold by Service Provider over the past two years shall also be entitled to the pricing factor applicable to new Advertisers. The pricing factor applicable to new Advertisers may be applied in the case of Campaigns which are not longer than 28 consecutive days.

3. Volume based pricing factor

Service Provider shall grant a volume based pricing factor to Clients/Advertisers that make an advance online spending commitment at least to a certain amount during a given period of time. The scale of the volume based pricing factor depends on the Advertiser's annual spending commitment. The volume based pricing factor shall only be provided if all contractual obligations related to the order are continuously met and Client meets all payment deadlines during the year.

In the case of HUF spending HUF (net-net)	Volume based pricing factor (%)
1,000,000 - 1,999,999	5%
2,000,000 - 2,999,999	7%
3,000,000 - 3,999,999	9%
4,000,000 - 4,999,999	11%
5,000,000 - 5,999,999	13%
6,000,000 -	Determined in Service Provider's sole discretion

4. Other pricing factors.

Service Provider may, at its own discretion, grant further pricing factors in accordance with the attached Rate Card.

5. Public Purpose Advertisement:

- (a) It is a special form of advertising which is sold by the Service Provider at individual rates.
The applicable pricing factor is at least 30% on the basis of the List Price, pursuant to the agreement made by the Parties.
- (b) Service Provider performs exclusively orders for AdView based and/or fixed duration based Public Purpose Advertisement campaigns. Orders for CT (click through) based Public Purpose Advertisement campaigns will be rejected by the Service Provider.
- (c) 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 fifth business day preceding the day of publication.
- (d) Client shall ensure that the content and execution of Public Purpose Advertisements are in compliance with the applicable laws.
- (e) The Service Provider may decide, at its own discretion, not to publish such already ordered Public Purpose Advertisements, and shall notify in writing the Client about such decision. The Service Provider is entitled to reject the publication of a Public Purpose Advertisement without giving reasons. The Client shall acknowledge such notification, and the Client is not entitled to any compensation or claim for damages in this regard by Service Provider.
- (f) If an order for a Public Purpose Advertisement is placed by an entity other than a non-profit association or organisation, then the Service Provider will not accept the creative unless an NMHH statement declaring that the creative is a Public Purpose Advertisement is attached.
- (g) The deadline of ordering Public Purpose Advertisements is at latest 10 business days before the first day of the campaign.

6. Surcharges

- (a) The Advertiser may request in its order a so-called "sector exclusivity" (avoidance of advertisements by Competing Advertisers) against a surcharge, which means that the Advertiser requests that, at a given page and page view, advertisements of a specified competitor will not be published beside its own Advertisement. Service Provider reserves the right to reject any request for "sector exclusivity". The extent of the surcharge will be determined by Service Provider, based on advance consultations.
- (b) In the case of ordering online mid-, and post-roll spot campaigns, Service Provider will accept 45-second long commercial films. In the case of longer commercial films Service Provider will apply the following surcharges:
 - i. no surcharge for commercial films up to 45 seconds long
 - ii. 40% surcharge for commercial films up to 60 seconds
 - iii. surcharge subject to advance consultations for commercial films above 60 seconds

In the case of ordering online pre-roll spot campaigns, Service Provider will fully reserve its right to decide on whether to accept a commercial film longer than 45 seconds, and if it does so, it will determine the extent of the surcharge on an individual basis, at its own discretion, and will notify Advertiser in writing accordingly.

- (c) Service Provider will apply 15% third party surcharge if not only the original product but also another product or advertiser is included in a given commercial film or surface. (As per Product and Advertiser, regardless of the length of the exposure or the size of the surface. 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 or the size of the surface. Websites, social media sites and other media surfaces shall count as other products.)
- (d) Service Provider will apply a surcharge if clicking on the creative material (banner, online video spot, other display surface) directs the User to a page other than the target page (landing page) operated by Advertiser or on behalf of Advertiser. Service Provider shall be entitled to apply the surcharge even if the landing page of the advertisement is an online webshop owned by a third party. The surcharge shall be 15%.

- (e) Service Provider may apply a surcharge if Advertiser applies frequency capping in the course of the campaign. The surcharge will be determined by the Service Provider subject to advance consultations on an individual basis and in its own discretion, and Advertiser shall be notified accordingly.
 - (f) Service Provider may apply a surcharge also in the case that Advertiser requests performance only at certain predetermined pages of the portfolio. The surcharge shall be 20%.
7. In the event of an unjustified application of a pricing factor, Service Provider shall be entitled to reinvoice and thereby reclaim the relevant amount, and have a penalty paid. In accordance with Act CXXVII of 2007, Service Provider will issue a correcting invoice or a reversal invoice in this regard.

VI. CANCELLATION, MODIFICATION

1. The date of cancellation and modification shall be the date when the cancellation or modification notice is received by the Service Provider. The penalty/surcharge shall be determined in view of the first day of the campaign.
2. Modification shall mean the change of any data shown in the order form, as detailed in Clause 2 of Chapter III, without any modification of the budget.
3. Cancellation and modification shall be made in writing (by telefax, registered letter or e-mail), which shall be confirmed in writing by the Service Provider in each case. The basis for any complaint shall be the Confirmation note. 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.
4. Changes in the advertising material (e.g. changing the banner) of active campaigns are possible within the deadlines set out in Clause 1 of Chapter III.
5. Client acknowledges that in the case of the cancellation of an order, the following payments shall be made as penalties, based on the net price of the cancelled advertisements, calculated without the application of the Agency Pricing Factor:
 - (a) 10% during the third week preceding the planned start of the campaign,
 - (b) 20% during the second week preceding the planned start of the campaign,
 - (c) 30% during the week preceding the planned start of the campaign, up until 48 hours preceding the start of the campaign,
 - (d) 50% during the 48 hours preceding the start of the campaign,
100% on the planned starting day of the campaign and thereafter.

A modification of an already ordered campaign where the budget planned for a given month is decreased shall be deemed a cancellation. In this case the penalty shall be charged on the basis of the Net amount cancelled for the given month.

6. Client acknowledges that if Service Provider cannot place Client's advertisement in the ordered advertising surface due to a delay arising within Client's sphere of interest (e.g. because Client failed to deliver the required creative materials within the deadlines set out in Clause III/1), then the entire advertising fee (reduced by the pricing factors) will be invoiced.
7. Client acknowledges that in case of a delay arising within Client's sphere of interest, Service Provider will not warrant the placement of the ordered adview quantity, however, the ordered quantity will be invoiced.
8. Where special grounds exist for doing so, Service Provider may accept changes to the campaign booking form even during a campaign. The written order containing the changes and the related materials must be received by the Service Provider at least 5 business days and 3 business days prior to the requested date, respectively. This may result in a change of the advertising fee.

9. The Customer acknowledges that in the case of rescheduled orders a surcharge equal to 10% of the advertising fee of the rescheduled advertisements shall be applicable (provided that the campaign is delayed by more than 2 days).
10. The Client is not entitled to transfer a cancelled advertising spot to a third party.
11. If it becomes evident that the contract with Client shall not be fulfilled, Service Provider reserves the right to renegotiate the conditions.
12. The Service Provider shall invoice to the Client any certified cost arising from the cancellations and modifications in excess of the forfeit/surcharge.

VII. INVOICING

1. Service Provider shall invoice Client upon the closing of the campaign, however, it shall also invoice the due amount for the delivered part of the campaign at the end of the month.
2. 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, and Client acknowledges that Service Provider does not accept any complaint beyond this deadline.
3. Client shall pay the invoice received to the credit of Service Provider's revenue account within 30 days of receipt.
4. If Client fails to fulfil its payment obligations, Service Provider is entitled to suspend ad delivery and reject subsequent orders until all due payments are made. Any already ordered ad delivery shall be invoiced to Client by the Service Provider.
5. Service Provider is entitled to request advance payment in the following cases:
 - (a) in the case of a new Client
 - (b) late payment of previous invoices,
 - (c) if the agreement with the Client contains such provisions,
 - (d) when the financial position or solvency of a company cannot be estimated on the basis of company information, and furthermore
 - (e) if no separate agreement exists between the Client and the Service Provider in respect of Client's annual commitment.

In the case of advance payment, the Client/Advertiser must pay the amount of the advance to the revenue account of the Service Provider within 2 business days of 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. 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 OGCC, and the final invoice will exclude the amount of advance paid.

6. 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, which shall be invoiced to the Client subsequently.
7. For foreign Clients, the invoices shall be made out in the agreed foreign currency, on the basis of the HUF value of the publication fee. The basis of conversion shall be the selling exchange rate published by ING Bank as of the day of invoicing. The invoice shall be paid in the currency in which it is made out.
8. Any banking costs regarding the settlement of the invoice shall be borne by the Client.
9. The date of payment shall be the date when the invoiced amount is credited to the bank account of the Service Provider.

VIII. COMPLAINTS

Any complaint regarding the performance of an order must be submitted by Client in writing to the Service Provider within 5 business days of delivery. Client acknowledges that Service Provider shall not accept any complaint beyond this deadline.

IX. RESPONSIBILITY FOR THE CONTENTS OF ADVERTISING

1. Service Provider does not check compliance with copyright or media law, press or advertising ethics in the case of advertising and sponsoring materials received for the purposes of ad delivery, and Client shall be liable for any and all damages, penalties, civil law claims arising therefrom. By accepting the present OGCC, Client expressly undertakes to pay any and all penalties imposed on the Service Provider (especially penalties imposed by NMHH and the consumer protection authority) and any and all damages and civil law claims arising from the violation of copyright, advertising, media or civil law by the advertising or sponsorship materials delivered by Client.
2. Client warrants that the product appearing in the advertisement has the certificates of quality necessary for the distribution and that the product is not subject to the obligation of preliminary quality control, and furthermore it does not violate any prohibition included in the Media Act, the Advertising Act or any other relevant law in force.
3. Client shall indemnify (including without limitation damages, fines, procedural fees and legal costs) the Service Provider directly and without delay if the provided and subsequently delivered advertising material infringes any provision of media law or civil law, any norms of press and advertising ethics, provided that such infringement becomes a basis of a claim, enforced under a civil lawsuit or any other way, against the Service Provider.
4. In the case of all publications, i.e. in the case of commercial films, sponsorship films, etc., Client shall ensure that the content and implementation of the film is in compliance with the applicable laws in force.

X. MISCELLANEOUS OTHER PROVISIONS

1. The Parties shall aim to settle any disputes arising in connection with the contract peacefully out of court. Failing such efforts the parties shall accept 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. The present Online General Contractual Conditions shall qualify as an arbitration agreement pursuant to Act LXXI of 1994.
2. The present Online General Contractual Conditions was written in Hungarian and English language versions. In case of any discrepancy, the Hungarian language version shall prevail.
3. 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 Service Provider's powers determined above are not exclusive, they may be exercised collectively and their exercise does not exclude the exercise of Service Provider's other powers on the basis of law or a contract.
4. The applicable parts of this OGCC shall take effect for an indefinite term with regard to the subject year 2017, as from the date of notification. Upon the effective date of the present GCC, the general contractual conditions concerning the subject matter as agreed upon earlier shall become null and void.

Date: 1 February 2017

Annex I

To: NN

Dear Addressee,

We the undersigned, as the legal representatives of **M-RTL Zrt** (seat: 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 published on the Website, and M-RTL will comply with its tax filing and tax payment liabilities concerning the tax year 2017.

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 published hereunder, expressly for the Addressee, for the purpose of use determined under Section 2(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.