

**Publiment Ltd.**  
**TERMS AND CONDITIONS**  
**for the Provision of Advertising Services**

**1 The scope and the amendment of the Terms and Conditions**

1.1 This Terms and Conditions (hereinafter: “**T&C**”) shall contain all the contractual terms on the basis of which **Publiment Hirdetésszervező Korlátolt Felelősségű Társaság** (registered office: 1022 Budapest, 30/a Törökvesz út. company registration number: Budapest Metropolitan Tribunal as Court of Registration cg. 01-09-062532 tax number: 10253948-2-41, hereinafter: **Publiment Kft.**), shall provide to Customer the advertising services detailed below.

1.2 Publiment Ltd. may amend the T&C unilaterally at any time; however, such amendments shall not affect any orders already confirmed or any Advertising Contracts already concluded.

1.3 In the event of any discrepancy between these T&C and an individual confirmed order (Advertising Contract), the terms and conditions of the confirmed order (Advertising Contract) shall prevail.

**2 Definitions**

During the interpretation of the T&C, the terms used in the T&C shall have the following meanings:

“**Customer**” shall mean a person who uses the advertising services of Publiment Ltd. according to the T&C.

“**Advertising Party**” shall mean the advertiser as defined in the Advertising Act.

“**Advertiser**” shall mean the person in whose interest the advertisement is published, or who orders the advertisement on its own behalf.

“**Advertising service**” shall mean all kinds of advertising publications on the advertisement surfaces owned by Publiment Ltd., ordered by the Customer from Publiment Ltd.

“**Table of advertising rates**” shall mean a price list containing the current net fees (exclusive of VAT) of the advertising services provided by Publiment Ltd., which is part of the T&C and is attached as an inseparable annex thereof.

“**Political advertisement**” shall mean any advertisement that calls on or induces people to support a party or a political movement, or its participation or success in the elections, or its candidates or referendum proposals, or promotes the name, activity, purposes, slogans, logos or image of that party or movement.

“**Civil Code**” shall mean Act V of 2013 on the Civil Code.

“**Advertising Act**” shall mean Act XLVIII of 2008 on the Basic Requirements and Certain Restrictions of Business Advertising Activities.

“**Copyright Act**” shall mean Act LXXVI of 1999 on Copyright.

“**Code of Conduct**” shall mean the Hungarian Code of Advertising Ethics adopted by the Ethics Committee of the Hungarian Advertising Association and the Self-Regulatory Advertising Board.

“**Tobacco product**” shall mean any product intended for consumption, in whole or in part made of tobacco.

“**Health care institution**” shall have the meaning given in paragraph g) of Section 3 of Act CLIV of 1997 on Health Care.

“**Young person**” shall mean persons between the ages of fourteen and eighteen.

“**Advertising**” shall mean any communication, information or method of representation, the aim of which is to promote the sale or use in any other way of movable property that is marketable and capable of appropriation, including money, securities, financial instruments and natural resources that can be utilised in the same way as things (hereinafter together referred to as “products”) and of services, immovable property and valuable rights (hereinafter altogether referred to as “goods”) or the aim of which is, in connection with the objective mentioned above, to promote the name, designation or activity of an undertaking, or to make goods or indications of goods better known, as well as any communication, information or method of representation that promotes or displays the name or message of any other person or organisation.

“**Children**” shall mean persons under the age of fourteen.

“**Publication**” shall mean the dissemination of advertisements either to the general public or to a single recipient.

“**Code of Conduct**” shall mean an agreement or set of rules created in the framework of market self-regulation, which determines behavioural rules in relation to a particular commercial practice or business sector for undertakings that agree to be bound by the code.

“**Misleading advertisement**” shall mean any advertisement which in any way, including its presentation, deceives or is likely to deceive the persons to whom it is addressed or who it reaches and which, by reason of its deceptive nature, is likely to affect their economic behaviour or which, for those reasons, violates or may violate the rights of any other undertaking engaged in the same or a similar activity as the advertiser.

“**Comparative advertisement**” shall mean any advertisement which, explicitly or by implication, identifies an undertaking engaged in the same or a similar activity as the advertiser, or goods or services which are produced, marketed or presented by such an undertaking and are intended for the same or a similar purpose as the goods presented in the advertisement.

“**Recipient of the advertisement**” shall mean any person targeted or reached by the advertisement.

“**Publisher of the advertisement**” shall mean a person who possesses means suitable for the publication of the advertisement, and who uses those means to make the advertisement available.

“**Advertising service provider**” shall mean a person who creates or produces, in the framework of their independent economic activity, the advertisement, or provides other related services.

“**Advertisement surface**” shall mean billboards, direction signs, citylights, transport advertisements and construction net surfaces intended for publishing advertisements and owned by or otherwise available to (leased by) Publiment as the publisher of the advertisement.

“**Billboard**” shall mean any advertising equipment of a surface of at least 12 m<sup>2</sup>, suitable for advertisements of various content, usually for commercial purposes.

“**City light**” shall mean one- or two-sided light advertising equipment, suitable for the placement of advertisements of various content.

“**Transport advertisement**” shall mean the outer surface of public transport vehicles, suitable for the placement of advertisements of various contents.

“**Standard posting period**” shall mean the period between 00:00 of the first day of the month in question and 24:00 of the 4th day of the month in question and, for a mid-month campaign, the period lasting from 00:00 on the 16th day of the month in question until 24:00 on the 19th day of the month in question.

“**Extraordinary posting period**” shall mean any other date that falls outside the standard posting period.

“**Advertising Contract**” shall mean the individual advertising contracts or the advertising framework agreement concluded by and between the Customer and Publiment Ltd. and signed by both Parties, as well as the orders sent by the Customer and confirmed by Publiment Ltd.

“**Digital advertising media**” shall mean equipment using digital LCD or LED technology, suitable to place and display advertising messages (LCD billboards, LED column and LCD wall-mounted screen advertising media in particular).

**3. Request for proposal, reservation and purchase order**

3.1 The Customer may request an individual proposal from Publiment Ltd. in writing before placing an order. The Parties shall accept all requests for proposals sent via fax and received by Publiment Ltd. as written requests for a proposal. Requests for proposals sent by e-mail may only be considered written requests for proposals if the recipient confirms electronically that they have been read.

3.2 If no request for proposal is submitted, Publiment Ltd. may treat the order as an order placed at the list price.

3.3 The request for proposal must contain the following:

- the full name, registered office, mailing address, tax number, company registration number and representative of the Customer,
- the telephone number and fax number of the Customer,
- the name and contact details (address and telephone number available on business days) of the Customer's contact person,
- if the Customer is an advertising agency or the Customer acts on behalf of another person, the name of the actual Advertiser,
- if the advertisement concerned is published in the interest of several persons or Advertisers – regardless of who pays the advertisement fees – the Customer must mention this fact as well,
- the type and duration of the advertisement,
- the planned date when the advertisement is going to be published, the number of advertisements or the budget available for the fees for the advertising service (the campaign in question).

By submitting a request for quotation, the Customer agrees to be bound by the provisions of this T&C.

3.4 Publiment Ltd. may issue an indicative, non-binding proposal for information purposes as a response to the individual request for proposal, within a maximum of five (5) working days after its receipt. If the period between the issue of the proposal and the first day of the advertising period is

longer than 8 weeks, reservations will be held and orders must be made within a period of 10 working days,  
between 6 and 8 weeks, reservations will be held and orders must be made within a period of 8 working days,  
between 4 and 6 weeks, reservations will be held and orders must be made within a period of 6 working days,  
between 3 and 4 weeks, reservations will be held and orders must be made within a period of 5 working days,  
between 2 and 3 weeks, reservations will be held and orders must be made within a period of 3 working days,  
shorter than 2 weeks, reservations will be held and orders must be made within a period of 2 working days,  
shorter than 5 working days, reservations will be held and orders must be made within 5 hours,  
shorter than 3 working days, reservations will be held and orders must be made within 3 hours.

The proposal will not be binding upon Publiment Ltd. or the Customer. Publiment Ltd. will maintain its proposal until the expiry of the reservation. The fees included in the proposal will only be applicable if the total quantity included in the proposal is ordered, and the Parties agree that in the event of any order deviating from the proposal, that deviation will only become part of the contract if Publiment Ltd. accepts it in writing.

3.5 The Customer will order the advertising service included in the proposal by sending an order with content corresponding to the proposal.

3.6 Publiment Ltd. will only accept orders in writing. The Parties shall accept all orders sent via fax and received by Publiment Ltd. as written orders. Orders sent by e-mail may only be considered written orders if they contain the scanned version of the order signed by the Customer, as an attachment, and if the recipient confirms electronically that they have been read.

3.7 The order must contain the following:

- the full name, registered office, mailing address and invoicing address of the Customer,
- the tax number and bank account number of the Customer,
- the telephone number and fax number of the Customer,
- the name and contact details (address and telephone number available on business days) of the Customer's contact person,
- if the Customer is an advertising agency or the Customer acts on behalf of another person, the name and tax number of the actual Advertiser,
- the duration and the full text or topic of the advertisement,
- the list price according to the table of advertising rates, any discounts and advertising fee less the discounts,
- whether covering is required at the end of the campaign.

3.8 Publiment Ltd. will accept private orders from private individuals for publishing their advertisements that are not aimed at the use of products or services.

3.9 Publiment Ltd. may, at its discretion, refuse to publish on the billboard any advertisers other than the Customer – or if the Customer

acts on behalf of another person, other than the advertiser(s) specified by the Customer in the purchase order – or it may apply a surcharge for displays if it realises that, in addition to the advertisement of the Customer, the Customer's billboard or advertisement also contains the advertisement of persons or entities who are deemed to be advertisers according to these Terms and Conditions but who were not indicated by the Customer before the confirmation of the Purchase Order (the conclusion of the Advertising Contract). If an advertiser who was not mentioned in advance cannot be removed from the billboard for technical reasons, Publiment Ltd. may refuse the publication of the entire poster at its discretion. Publiment Ltd. shall not be responsible for any damage arising from this. The amount of the surcharge per "unnamed" advertiser cannot exceed 20% of the total net invoiced value of the campaign in question. Publiment Ltd. may set the exact amount of that surcharge independently, within this maximum value. The Customer is obliged to pay the surcharge established in this manner.

#### **4 Confirming and rejecting orders**

4.1 Publiment Ltd. will confirm the order within three (3) working days after its receipt, provided that it considers the order to be in accordance with the provisions of this T&C, or, if necessary, Publiment will enter into an Advertising Contract with the Customer with a content that complies with the confirmed order. The Advertising Contract for the provision of advertising services shall be concluded between the Customer and Publiment Ltd. when the order is confirmed; the Parties may also draw up a separate document of the Contract. Publiment Ltd. agrees in the Advertising Contract to publish the ordered advertisement at the location, in the manner and at the time requested, provided that the advertisement is in compliance with the provisions of this T&C.

4.2 After the conclusion of the Advertising Contract, the person of the Advertiser and the material of the advertisement may not be changed without the consent of Publiment Ltd., and the advertisement vehicle may not be transferred to any other person.

4.3 Publiment Ltd. may reject orders.

4.4 In particular, Publiment Ltd. may reject an order if it does not contain the data specified in clause 3.7, if it is likely from the order that the advertisement to be displayed violates the law or the provisions of this T&C, is contrary to good morals, popular taste, the rules of advertising ethics or competition, or violates the lawful interests of a third party, or Publiment Ltd. would otherwise be entitled to refuse to fulfil the order under this T&C.

#### **5 Delivery and placement of the advertising material**

5.1 Parties agree that the fee of a single bill posting (hereinafter: "Bill Posting Fee") shall be included in the advertising fee specified in the order and its confirmation or in the Advertising Contract, if the advertisements are posted within a Standard Posting Period. However, the Customer acknowledges that, in addition to the monthly Bill Posting Fee, in the event of posting in any period other than a standard posting period (days 1-4 and 16-19 of a month) (extraordinary posting period), e.g. second-round posting period (days 5-6 and 20-21 of a month) or third-round posting period (days 7-8 and 22-23 of a month), or if the posters are delivered late (delivery is considered late if posters are not received at Publiment Ltd.'s warehouse at least 4 working days before the day of posting), Publiment Ltd. will be entitled to collect from the Customer the extra fees determined below (hereinafter jointly: "Additional Posting Fees"):

- For billboards, HUF 7,000, that is, seven thousand forints + VAT per billboard.
- For Prisma sites, HUF 12,000, that is twelve thousand forints + VAT per site.
- For Alpine billboards, HUF 12,000, that is twelve thousand forints + VAT per billboard.
- For backlights, HUF 12,000, that is, twelve thousand forints + VAT per billboard.
- For prestige 8×3, HUF 12,000, that is, twelve thousand forints + VAT per billboard.
- For city-lights, HUF 5,000, that is, five thousand forints + VAT per billboard.
- For standard vinyls on the sides of vehicles, at least HUF 20,000, that is, twenty thousand forints + VAT (depending on the vehicle type); for

vinyls on the back surface of a bus, HUF 7,000, that is, seven thousand forints + VAT as technical costs.

- In the case of vinyls on other vehicles, the amount to be paid is the costs specified in the proposal.

Subject to changes in the market conditions, the Parties may also agree on fees other than those specified above, by mutual consent.

5.2 Publiment Ltd. only and exclusively agrees to post within the standard posting period if the Customer's written order is received at the latest 6 working days before the campaign starts and posters are delivered in the correct quantity and free of defects at Publiment Ltd.'s warehouse at least 4 working days before the day of posting. If Publiment Ltd. performs manufacturing for the Customer, the print material must be submitted at the latest 9 working days before the day of posting in order for posting to take place within the standard posting period. In any other cases, posting will take place during an extraordinary posting period. Late submission of orders and/or creative materials and/or a lack of preview and/or creative material arrangement will result posters being placed during an extraordinary posting period, for which the Customer may not pursue any claim for compensation against Publiment Ltd.; on the other hand, Publiment Ltd. may invoice the Additional Posting Fee specified in clause 5.1.

5.3 The Customer shall provide to the contact person of Publiment Ltd. designated in the Advertising Contract all advertising materials relating to the Advertising Contract, along with the required quantity of spares (at least 10% for paper posters according to the recommendation of Publiment Ltd.) as well as the draft plan and instructions necessary for posting, at least four (4) working days before the day of posting. The Customer shall submit the preview of the poster or, when more than one creative material is displayed, the creative material arrangement to Publiment Ltd. simultaneously with placing the order, but by the 4th working day before the start of the campaign at the latest. In the absence of this, Publiment Ltd. will not start to place the posters. Publiment Ltd. may, but is not obliged to, compare the submitted previews with the posters delivered and to inspect their parameters. Publiment Ltd. shall not be responsible for the consequences of late delivery by the Customer, and no compensation claim can be enforced against Publiment Ltd. in relation to this; on the other hand, Publiment Ltd. may invoice the Additional Posting Fee specified in clause 5.1. In the event of late delivery by the Customer, Publiment Ltd. will not guarantee the provision of the entire advertising period specified in the Advertising Contract. Delays in posting will not entail the extension of the advertising period.

5.4 When the posters are delivered, the delivery note must include the data required for exact identification and tracking, otherwise Publiment Ltd. may refuse to accept the posters. The following data are required:

- The name and contact details of the Customer;
- The name and contact details of the manufacturer;
- Designation of the supplied poster in a way that makes it identifiable;
- Number of items;
- If there are similar creative materials, it must be indicated how many of each different designation must arrive;
- The type and size of the poster;
- Description of printed product (quality certificate)
- Preview
- When the posters will be delivered (date, hour, minute)

5.5 Publiment Ltd. only agrees to prepare the advertising materials to be posted within the framework of an individual agreement, against the payment of an additional fee. If the Customer has also ordered the manufacturing of the posters/self-adhesive vinyls from Publiment Ltd., it shall be the task of Publiment Ltd. to deliver them to its posting subcontractors at its own cost.

5.6 Publiment Ltd. guarantees that if the deadlines set out in clause 5.2 are met, it will place the advertising materials that are ready for posting within four (4) days after the start of the campaign (depending on their quantity) during the standard posting period on the advertisement surfaces specified in the Advertising Contract. Publiment Ltd. also guarantees that, after the end of the advertising period (depending on the quantity), it shall remove the advertising materials within six (6) days if the Customer indicates in the order that it will need covering services. Publiment Ltd may charge Additional posting fees for

covering the ads after the advertising period has expired. If the Customer fails to mention its request to cover the posters, Publiment may leave such posters unchanged on advertising media even after the end of the advertising period until new advertising is posted. In such cases, Publiment explicitly disclaims any liability for advertising on such posters losing its relevance. In this case, Publiment will only cover them for the payment of the Additional Posting Fees. Publiment Ltd. will destroy all expired advertising materials that have been removed from the advertisement surfaces. Publiment Ltd. will not be responsible for any unused posters that have been left over after the fulfilment of the order.

5.7 Advertisements may only be posted and removed by Publiment Ltd. and its subcontractors. Publiment Ltd. assumes no responsibility for the correct posting of advertisements if the technique of posting differs from the industry standard method and the Customer fails to inform Publiment Ltd. of that difference. The Customer may not give any direct order or instruction concerning posting, removal, relocation, the extension of the advertising period or any amendments to the subcontractors who perform the posting or removal. The Customer shall always give all of its instructions concerning posting, removal, relocation, the extension of the advertising period, or any amendments to Publiment Ltd., in writing.

5.8 Publiment Ltd. will not assume any financial or moral responsibility in the event of wilful damage. The Customer agrees to inform Publiment Ltd. immediately of any errors detected in the advertising holder, by telephone or fax or in writing.

5.9 Publiment Ltd. will not be responsible for any (unused) posters that have been left over after the performance of the Advertising Contract unless there is a separate agreement to that effect.

5.10 At the request of institutions engaged in the analysis of advertising costs spent on classic media, Publiment Ltd. may disclose the number, size and type of posters placed for the Customer, but only for the purpose of assessing advertising expenditure, unless the Customer expresses a view to the contrary at the time of placing the order. In other cases, the written approval of the customer will be required for any disclosure of information.

#### **6 Relocation or removal (if necessary) of the advertisements**

6.1 Based on officially proven causes – e.g. an administrative decision, a decree, fire damage, damage caused by flood, renovation, maintenance, etc. – after consulting the Customer, Publiment Ltd. may relocate the advertising holder.

6.2 If the placement or continued display of the advertisements is rejected by the competent authority or the owner of the property for any reason, the order will become invalid. In such an event, the Customer may not have any claim for damages against Publiment Ltd., but any part of the advertising fee paid in advance shall be repaid to the Customer pro rata, except in cases where the posters are seized.

6.3 If Publiment Ltd. is no longer entitled to use an advertising property, it may provide the Customer with another advertisement surface instead of the one no longer available, and it shall inform the Customer of this immediately.

#### **7 Refusal to perform the Advertising Contract; suspension of the display**

7.1 In the cases specified in this clause, Publiment Ltd. may refuse to perform the Advertising Contract after receiving the materials of the advertisement. Publiment Ltd. shall provide an explanation for its refusal to perform the contract.

7.2 Publiment Ltd. may refuse to display the advertisement if it finds any error in the advertising material submitted by the Customer, and the Customer fails to correct such an error upon the request of Publiment Ltd. within two (2) working days. Publiment Ltd. shall not be responsible for any delayed display of the advertisement arising from such corrections.

7.3 Publiment Ltd. may refuse to display the advertisement if its content, disclosed to Publiment Ltd. after the conclusion of the Advertising Contract, seriously violates the business interests of Publiment Ltd. or the advertising material does not meet the generally accepted standards of publication, either in terms of its content or technically.

7.4 Publiment Ltd. may refuse to perform the Advertising Contract if the Customer has any payment obligation towards Publiment Ltd. that is overdue by more than fifteen (15) days.

7.5 By notifying the Customer of its refusal, Publiment Ltd. shall terminate the Advertising Contract concluded by and between Publiment Ltd. and the Customer for displaying the advertisement in question, in which case the provisions of the Civil Code on lawful termination shall apply. In such an event, any advance of the advertising fee already paid shall be repaid to the Customer within eight (8) days, free of interest.

7.6 If a third party requests Publiment Ltd. to terminate or suspend the display of the advertisement, referring to the violation of the law or any ethical standards, Publiment Ltd. shall immediately inform the Customer of this and concurrently with this it shall initiate negotiations. If the violation of the law is obvious, Publiment Ltd. may refuse to continue to display the advertisement.

#### **8 Amendment of the Advertising Contract; cancellation**

8.1 The Customer may amend the quantity of surfaces ordered on the basis of the Advertising Contract at the latest within the last twenty (20) days preceding the date set for the first appearance of the advertisement. The confirmation of amendments shall be governed by clause 4 of this T&C.

8.2 Publiment Ltd. shall consider it a cancellation if the Customer fully withdraws from an order (Advertising Contract) placed by it and confirmed by Publiment Ltd. The conditions applicable to cancellation will also apply to any amendment by the Customer that reduces the number of advertising surfaces and/or the length of the advertising period specified in an already confirmed order (Advertising Contract), within twenty (20) days before the designated date of displaying the advertisement. In such a case, the payment of a penalty shall apply to the cancelled items and/or the fee for the cancelled advertising period.

8.3 The Customer may fully cancel the advertising service requested on the basis of the Advertising Contract, without the payment of a penalty, by the seventh week before the designated date of displaying the advertisement. Publiment Ltd. will only accept cancellations in writing. A cancellation will become valid upon the date it is received. The Parties agree that they shall recognise the date of dispatch of a fax (until 5 pm on working days, after that, from 8 am on the following day) as the date of receipt. Cancellation according to this clause shall terminate the Advertising Contract concluded by and between Publiment Ltd. and the Customer for the publication of the advertisement in question; the provisions of the Civil Code on lawful termination shall apply in such cases. Any advance of the advertising fee already paid shall be repaid to the Customer within eight (8) days, free of interest.

8.4 The Customer shall pay Publiment Ltd. the following amounts as a penalty: in the event of cancellation within six weeks before the designated day of display, 30% of the cancelled advertising fee; in the event of cancellation within four weeks before that date, 50% of the cancelled advertising fee; and in the case of cancellation within two weeks before that date, 80% of the cancelled advertising fee. If the Customer cancels the service it ordered within one (1) day before the designated date of displaying, Publiment Ltd. will be entitled to the total amount of the cancelled advertising fee as a penalty. The cancellation fee shall be applicable to the entire campaign period ordered.

#### **9 Some general advertising prohibitions and restrictions**

9.1 No conscientious beliefs or ideological convictions may be disseminated through advertisements using the advertising vehicles of Publiment Ltd.

9.2 No advertisement can be published that offends religious or political beliefs.

9.3 Advertisements may not encourage people to behave in a way that is harmful to health, safety or the environment.

9.4 It is prohibited to publish any advertisements promoting or presenting tobacco products, weapons, ammunition, explosives, prescription-only medicines or medical procedures.

9.5 It is prohibited to publish any pornographic advertisements. An advertisement is pornographic if it displays sexuality in a grossly indecent manner, meaning in particular the open display of sexual intercourse or genitals.

9.6 It is prohibited to disseminate advertisements for sexual services. Any information that is directly or indirectly aimed at the promotion of the use of sexual services shall be regarded as the advertisement of sexual services.

9.7 It is prohibited to disseminate the advertisement of any goods that are aimed at arousing sexual interest. It is prohibited to disseminate the advertisement of premium-rate telecommunications services that are aimed at arousing sexual interest.

9.8 It is prohibited to disseminate the advertisements of tobacco products.

9.9 No advertisement may be disseminated relating to alcoholic beverages that:

- is addressed to children or young persons;
- depicts children or young persons;
- encourages binge drinking or presents abstinence from the consumption of alcoholic beverages or moderation in a negative light;
- links the consumption of alcohol to enhanced physical performance or to driving;
- creates the impression that the consumption of alcohol contributes to social or sexual success;
- claims or creates the impression that alcohol has therapeutic qualities or that it is a stimulant or a sedative;
- claims or creates the impression that alcohol may be a means of resolving personal conflicts; or
- places emphasis on high alcoholic content as being a positive quality of beverages.

No advertisement may be disseminated relating to alcoholic beverages in public education institutions or in health care institutions or within 200 metres of their entrance.

9.10 No advertisement may be disseminated relating to human organs or tissues for any purpose whatsoever.

9.11 No advertisement may be disseminated relating to abortion, institutions carrying out abortion, or equipment and procedures for carrying out abortion.

9.12 No advertisement may be disseminated that invites children and young persons to participate in gambling.

9.13 The advertisement may not address minors directly to urge their parents or other adults to buy or use toys or other goods or services. The advertisement may not be misleading as regards the actual nature and possibilities of any toy.

9.14 Advertisements may not portray minors in violent situations and may not encourage violence. Advertisements may not build on minors' confidence in their parents, teachers or any other persons, or on the inexperience and credulity of minors.

9.15 Misleading advertising is prohibited. In determining whether advertising is misleading, account shall be taken in particular of any information and communication it contains concerning:

- the characteristics of goods,
- the price of goods or the manner in which the price is calculated, and
- the other contractual terms and conditions of purchasing or using the goods, and
- the image of the advertiser, such as its characteristics, rights, assets, qualifications and awards.

9.16 Comparative advertising may not harm trust in, or the reputation of the name, goods, designations of goods or other distinguishing marks of any other company;

- may not lead to any confusion between the advertiser and another company that is engaged in the same or a similar activity as that of the advertiser, or between the advertiser's name, goods, designations of goods or other distinguishing marks and those of that other company;
- may not result in any unfair advantage derived from the reputation of another company or the reputation of the name, goods, designations of goods or other distinguishing marks of that other company; and
- may not violate the prohibition of imitation of goods, or the characteristics of the goods of another company, as specified by Section 6 of Act LVII of 1996 on the Prohibition of Unfair and Restrictive Market Practices (hereinafter "Unfair Market Practices Act").

9.17 Comparative advertising may only compare goods intended for the same purpose or meeting the same needs, shall objectively compare one or more material, definitive, typical and verifiable features of the goods, and it shall compare the prices of goods objectively where it makes such a comparison. In the case of

comparing products with a designation of origin, comparative advertising may only apply to products with the same designation of origin.

#### **10 The Customer's responsibility and the Advertiser's responsibility**

10.1 The Parties agree that, in terms of the Advertising Act, the advertiser shall be regarded as the Customer, having regard to the fact that Publiment Ltd. is not in any direct relationship with any other person ordering advertising services from it.

10.2 The Customer warrants that the content of the advertising material provided to Publiment Ltd. for the purpose of publication will comply with the provisions of the laws in force, in particular the Advertising Act, and that it will not violate the rights of Publiment Ltd. or any third party.

10.3 Publiment Ltd. will not be responsible for the representations displayed in the advertising material. Should any third party present a claim against Publiment Ltd. because of a false or misleading representation, the Customer shall take all reasonable measures in order that such third party can enforce its claim against the Customer.

10.4 The Customer agrees that, upon the written request of Publiment Ltd., within eight (8) days of such request, it will pay all penalties, fines and damages imposed in a final decision by a court or another authority on Publiment Ltd. as the publisher of the advertisement because of the illegal content of any advertising material. Concurrently with this, the Customer shall reimburse all proven damage to Publiment Ltd. and all costs Publiment Ltd. incurred in connection with the legal dispute.

10.5 If a fine or other administrative penalty is imposed, the Customer shall pay that amount to Publiment Ltd. on the basis of the decision made against Publiment Ltd. in the first instance, or it shall deposit the amount irrevocably. After the final completion of the procedure in question, Publiment Ltd. shall settle accounts with the Customer, and it may use the available amount or the deposit to satisfy its claim for damages and costs against the Customer.

10.6 The Customer takes full responsibility and guarantees to Publiment Ltd. and any third party that it is entitled to use all copyrighted works used in the advertising material.

10.7 In cases where a disturbance affecting the advertising media concerned – arising after the placement of the order – significantly reduces the visibility of the outdoor advertising media, Publiment Ltd. will do its best to eliminate the problem. If this is not possible, Publiment Ltd. will, at its option, offer a new advertising surface or the proportionate reduction of the fees. No claims may be made against Publiment Ltd. in excess of this. Publiment Ltd. will not be responsible for any decrease in visibility in the event of changes in the traffic order, including without limitation the following: closures of road sections, changes in bus routes, traffic diversions, etc. Publiment Ltd. will only be obliged to compensate the Customer in such a manner that the Customer may submit a claim for a replacement advertising surface but it will not be entitled to any compensation fee. Publiment Ltd. will only be required to provide a replacement advertising surface if the Customer has a sufficient number of extra posters.

10.8 The Customer may inform Publiment Ltd. of its complaints relating to the quality of posting or maintenance (damaged or defaced poster, posting on a surface other than the one ordered) in writing (by email, fax or post), attaching a photo of the fault. The Customer shall notify Publiment Ltd. of its complaints relating to the quality of posting and maintenance immediately after becoming aware of the faults, but within the campaign period at the latest, in the manner specified above. By failing to do so, the Customer will acknowledge that the performance is in compliance with the Contract, and it will not be entitled to lodge any complaints later. If the Customer's complaint is well-founded, Publiment Ltd. shall correct the error detected within two (2) working days, and it shall send a photo in order to prove this, within three (3) working days after the correction.

10.9 After the Customer has accepted the list of surfaces (placed the order), Publiment Ltd. shall not be responsible at all in relation to the technical quality, characteristics, location, and in particular the visibility etc. of the advertisement surfaces included in the list of surfaces accepted in this manner, and the Customer may not enforce any compensation claims referring to this. The Customer may only request

any compensation if the performance of Publiment Ltd. has been defective as a result of its wilful conduct/default or its conduct/default resulting in damage to human life, physical integrity or health.

Any complaints relating to performance may only be reported at the beginning of the advertising period, in accordance with the provisions of this T&C.

Compensation claims may only be enforced if a complaint relating to performance has been submitted within the deadline. Force majeure circumstances (in particular natural disasters, extraordinary weather conditions, etc.) will exempt Publiment Ltd. from any liability; however, the Customer may request proportionate compensation and choose from the options offered by Publiment Ltd. (pro rata fee refund, provision of new advertisement surfaces, etc.)

#### **11 Delivery and notices**

11.1 The Customer shall send all notices and deliveries for Publiment Ltd. to the addresses below, in writing, except where the written form would result in unacceptable delays.

11.2 Publiment Ltd. shall send all confirmations, offers, statements, notices and documents for the Customer to the address the Customer has specified for Publiment Ltd. in the purchase order. If there is no such address, Publiment Ltd. will send all not to the registered office or postal address of the Customer.

11.3 Publiment Ltd. will only post the notices to be sent to the Customer by registered letter if the Customer expressly requests so.

11.5 Publiment Ltd. may fulfil its notification obligation by phone, verbally, but later it shall confirm such notices in writing. In the event of this notification method, Publiment Ltd. may record the communication, which the Parties hereby expressly accept. Publiment Ltd. and the Customer may also communicate their notices by fax and email.

11.6 In the course of performing the Advertising Contract, the Parties shall cooperate with their contact persons; in particular, they shall inform each other of all material circumstances concerning performance.

#### **12 Payment terms**

12.1 The order will be confirmed in accordance with the table of advertising rates effective at the time of the conclusion of the Advertising Contract if there is no individual request for proposal, or if the Customer has accepted an individual offer, the order will be confirmed at the price of the individual offer, and Publiment Ltd. may also provide individual discounts from the rates.

12.2 Unless otherwise agreed, Publiment Ltd. will issue its invoice on the advertising fee after the performance of the Advertising Contract, with a thirty-day (30-day) payment deadline. The advertising fee must be paid by bank transfer.

12.3 Publiment Ltd. may request the payment of an advance in the Advertising Contract. Publiment Ltd. will send an advance payment letter to the Customer in order to collect the advance. The Customer shall transfer the amount of the advance to Publiment Ltd. by the start of the campaign at the latest. Publiment Ltd. will send a prepayment invoice for the received advance to the Customer, and after performance, it will also send the Customer a final invoice (also containing the settlement of the advance).

The Customer shall transfer the technical and manufacturing costs by bank transfer to Publiment Ltd's account, after the order has been placed, by the start of the campaign at the latest.

12.4 In the event of any payment delay, Publiment Ltd. may charge late interest on the unpaid amount according to the Civil Code, for every day of the delay. If the invoice is not settled within the payment deadline specified in the contract, Publiment Ltd. may immediately stop the campaign.

#### **13 Proof of performance**

13.1 Publiment Ltd. may use subcontractors for the purpose of performing the contract in all cases, without any further consent of the Customer. The use of subcontractors will be recorded as a mediated service.

13.2 Publiment Ltd. will take photos of the posted advertisements in all campaigns, with which Publiment Ltd. may prove its performance in the event of a dispute. Upon request, Publiment Ltd. will present

the photos taken of the advertisements, and the Parties agree not to dispute their authenticity.

13.3 If the Customer questions whether Publiment Ltd. has performed its obligations in compliance with the contract, the Customer may submit a written complaint regarding contractual performance immediately after learning of the reasons for such doubts but at the latest by the last day of the campaign (forfeit deadline). The Parties shall jointly investigate all submitted complaints, of which they will take minutes within two (2) working days. By failing to do so, the Customer will acknowledge that the performance is in compliance with the Contract, and it will not be entitled to lodge any complaints later.

13.4 If, on the basis of the above statement, the Customer submits no complaint against the performance of Publiment Ltd. within the above forfeit deadline, Publiment Ltd.'s performance shall be regarded as accepted, and the Customer may not lay any warranty claims against Publiment Ltd. in connection with displaying the advertisements.

13.5 The Customer acknowledges that Publiment Ltd. limits its liability for any breach of contract to the amount of the advertising fee paid to it – with the exception of liability for any breach of contract caused wilfully, by gross negligence or by committing a criminal offence, and for any breach of contract resulting in damage to human life, physical integrity or health.

#### **14 Termination with notice and extraordinary termination**

14.1 The Advertising Contract may not be terminated by way of ordinary notice.

14.2 The Advertising Contract shall terminate at the end of the contractual period or when the contract is performed.

14.3 Both the Customer and Publiment Ltd. may terminate the Advertising Contract that exists between them – in addition to applying the other legal consequences of breach of contract – in writing with immediate effect if the other Party fails to fulfil its contractual obligations in spite of repeated written notices reminding it to do so. As a result of termination, the contract will be terminated for the future.

14.4 It shall be considered a ground for extraordinary termination if the Customer is in default of its outstanding payment obligation for more than thirty (30) days. In such cases Publiment Ltd. will always require the payment of its costs arising in relation to the remaining advertising period as well.

#### **15 Special provisions applicable to transport advertisements**

15.1 Publiment Ltd. represents and warrants that it has an exclusive sales right for the sale and lease of the advertising surfaces of the external sides of trams, trolleybuses, buses as well as the advertising surfaces of the rear sides of buses operated by BKV Zrt. (hereinafter jointly: "Advertising surfaces of vehicles").

15.2 The advertisements will appear printed on self-adhesive vinyls on the vehicles. Advertising surface on vehicles are available for two (2) weeks, one (1) month or multiples of such periods. One-month (1-month) advertising periods will start on the 1<sup>st</sup> or the 16<sup>th</sup> day of the month and last until the last day of the month in question or the 15<sup>th</sup> day of the following month. It is also possible to order two-week (2-week) campaigns, which may be launched on the 1<sup>st</sup> or the 16<sup>th</sup> day of the month to last until the 15<sup>th</sup> day or the end of the month, respectively, but in such cases the rental fees for the two-week period will correspond to 60% of the monthly fee. It is also possible for the Customer to use only one vehicle.

15.3. The monthly lease fees – established on the basis of the price list – include the single placement and the continuous displaying of the advertisements on both external sides and the back of a vehicle, as well as the costs of posting and removing the self-adhesive advertising vinyls, in the case of normal external sides.

15.4 Due to the special features of transport advertisements, the advertisement of only one client, product or service may be displayed on a vehicle. The signs and logos of supporters and sponsors may only be displayed on the advertising surfaces of the Customer with the prior written consent of Publiment Ltd. In addition to the signs and logos of supporters and sponsors, no other information (e.g. address or phone number) may be displayed under any circumstances.

15.5 Due to the special features of transport advertisements, the Customer shall submit its order to Publiment Ltd. in writing at least one month before the start of the advertising period.

15.6 The self-adhesive vinyls necessary for presenting the advertisement may also be provided by Customer to Publiment Ltd., with the exception of combino trams and full foilage. In order to protect the vehicles, the Customer shall have its advertisements manufactured using TRAFFIC FILM 280 BLACK self-adhesive vinyl. Vinyls that are going to be placed in vehicles may only contain one layer. No other type of self-adhesive vinyl may be placed on the vehicles. Publiment Ltd. requires every Hungarian and foreign manufacturer to certify in writing, at the time of delivering the prepared advertising material, that they have used TRAFFIC FILM 280 BLACK vinyl. This certificate and the preview must be handed over to the subcontractor who performs the posting at the time of delivery of the advertising material. Publiment Ltd. will refuse to place the advertisements if the Customer does not have a written certificate issued by the manufacturer, proving the use of the required vinyl type.

If as a result of a failure by the Customer, a vinyl that is not of the required quality is posted on the vehicles, the Customer shall be responsible for all damage and losses occurring in the vehicles, and the Customer shall pay for all costs of repairing the damaged vehicles.

15.7 All costs relating to the design, preparation, manufacturing, delivery, etc. of the advertising materials shall be paid by the Customer. If the vinyls get damaged, Publiment Ltd. will initiate the manufacturing of spare vinyls, and it will place the vinyls manufactured in this way. Publiment Ltd. will agree to replace vinyls that have been damaged for a fee agreed in advance in all cases.

15.8 The Customer shall manufacture the advertising materials (or it shall have them manufactured) on the basis of the official size chart provided by Publiment Ltd. and in accordance with the posting sample included in the size chart. The official size chart and posting sample may only be deviated from if the Customer indicates its intention to do so when placing the order, and if it pays the surcharge payable with regard to such a deviation.

15.9 Similarly, Publiment Ltd. will only perform special services (e.g. posting additional advertising banners) against the payment of a surcharge. Surcharges will always be imposed on the basis of individual needs.

15.10 The Customer shall pay Publiment Ltd. the following amounts as a penalty: in the event of cancellation within twenty (20) days before the designated day of display, 40% of the cancelled advertising fee, and in the event of cancellation within ten (10) days before that date, 70% of the cancelled advertising fee. If the Customer cancels the order within five (5) days before the designated date of display, Publiment Ltd. will be entitled to the total amount of the cancelled advertising fee as a penalty.

15.11 Publiment Ltd. shall do its best in order to ensure the continuous display of the transport advertisements ordered from it, but it will not guarantee in any way that the Customer's advertisements will be displayed on the vehicles without any interruption during the period of the order. Temporary restrictions of any kind, affecting the display of the advertisements and arising for any reason, will not affect the whole advertising order but only the vehicle in question.

If a vehicle is removed from service for technical reasons or due to any traffic reorganisation for a period that is expected to last more than seven (7) working days then, as far as possible, Publiment Ltd. will place spare materials on a vehicle that is used on the same route or belongs to the same vehicle category as the original vehicle, provided that the Customer provides spare materials.

Publiment Ltd. shall inform the Customer of the reasons for and date of the removal of the vehicle from service in writing, on the seventh (7<sup>th</sup>) day after its removal.

If the vehicles carrying the advertisements have not spent at least 70% of the days of the month in traffic, Publiment Ltd. shall provide to Customer a pro rata fee refund.

Publiment Ltd. will transport any unused advertising vinyls to its warehouse and it will store them free of charge for at least one (1) month. Because of the aging of the material, the vinyls cannot be affixed after one (1) year. Publiment Ltd. will not be responsible for the advertising vinyls stored in its warehouse. The Customer, at its option, may remove the unused vinyls from the warehouse after the end of the advertising period. In such a case, all costs of removal shall be borne by the Customer.

#### **16. Special provisions applicable to digital advertising media**

16.1. The standard posting period in case of digital advertising media shall be the first calendar day of the month in question or in case of mid-month posting, the 16<sup>th</sup> calendar day of the month in question. (In February, in case of mid-month campaigns, the 15<sup>th</sup> calendar day of the month in question.)

16.2. Notices received at [hibajelzes@publiment.hu](mailto:hibajelzes@publiment.hu) shall be inspected by Publiment Ltd. within 24 hours of notice and errors shall be repaired if necessary. In the event that the problem cannot be solved within the deadline above due to the nature of the error, Publiment Ltd. shall offer the Customer a replacement surface of equivalent or higher advertising value than that of the original.

16.3 Publiment Ltd. shall be entitled to charge the Customer HUF 5,000 +VAT / creative/surface, that five thousand forints +

VAT /creative/surface in the event of replacement of creative content.

16.4. Publiment Ltd. shall be entitled to charge the Customer HUF 5.000 +VAT/site, that five thousand forints + VAT/site, if the Customer requests a video as proof of the performance outside the monitoring period. (on days 05-09 and 20-24 of the given calendar month)

#### **17. Force majeure**

17.1. Force majeure events (including without limitation natural disasters, extraordinary weather conditions, strikes, etc.) will exempt Publiment Ltd. from all liability and the enforcement of all damage claims of the Customer.

The Customer shall always notify Publiment Ltd. of any damage claims in writing. Damage claims shall be valid from the date they are received by Publiment Ltd.

#### **18. Confidentiality**

18.1. The Parties agree that, during the performance of the Advertising Contract, they will treat all non-public data and information they become aware of in connection with the activity of the other Party as trade secret, in confidence, and both Parties understand that they may only disclose such data and information to third parties with the prior written consent of the other Party. The obligation of confidentiality shall not apply to the Parties' own executive officers, the members of their supervisory boards, their shareholders/members and their financial directors, accountants, auditors, external advisers, financing credit institutions and persons who participate in the performance, financial settlement and checking of the advertising contract. The obligation of confidentiality shall not apply to any use of the above data in court proceedings or other official proceedings (in the latter case, based on the order of an authority) conducted as a result of civil claims arising from this contractual relationship.

18.2. The Parties shall comply with the above obligation of confidentiality during the validity of the advertising relationship, and also after its termination, for five years after such termination.

18.3. The Parties agree that if either Party causes damage to the other Party by breaching its obligation of confidentiality, the defaulting Party shall compensate the other Party for such damage.

#### **19. Disputes**

19.1. The contracting Parties will endeavour to settle any dispute arising from the contract concluded between them amicably, out of court, and to this end, the Parties are obliged to initiate negotiations.

19.2. In the event that such negotiations fail, or the other Party refuses to participate in such negotiations and the Parties go to court, the Parties hereby stipulate the exclusive competence of the Budapest II and III Districts Court to decide the Parties' disputes arising from the Advertising Contract, provided that such disputes fall within the competence of the Court.

Budapest, 1. October 2022.

Publiment Ltd.