

General Terms and Conditions

(General Terms and Conditions for the Sale of Advertising in the different Media of Central Médiacsport Zrt.)

These General Terms and Conditions for the Sale of Advertising (hereinafter referred to as the GTC) contain the rights and obligations of the Parties in the legal relations relating to the contracts for the sale of advertising in the Media of Central Médiacsport Zrt. (1037 Budapest, Montevideo u 9., Cg.: 01-10-048280), acting as the Service Provider.

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I. DEFINITIONS

1. Definition of the basic concepts for the application of the GTC:

GTC: these General Terms and Conditions applicable in terms of the advertising sales activities of Central Médiacsport Zrt.

Barter contract: an agreement in which goods or services are exchanged without payment of any money, meaning that each party provides a service to the other party.

Parties: the Service Provider and the Customer in accordance with the legal relations established under the GTC.

Sales of Advertising: the selling of advertising space by Central Médiacsport Zrt. in its own Media, including the provision of related services.

Ad Sales Agent: Central Médiacsport Zrt. (Registered office: 1037 Budapest, Montevideo u 9., Cg.: 01-10-048280, Tax number: 25087910-2-41). Hereinafter, if specifically mentioned: **Central Media Group or Service Provider.**

Commercial communication: it shall mean the media content aimed to promote, directly or indirectly, the goods, services or image of a natural or legal person, or a business association without legal personality carrying out economic activities. Such contents accompany or appear in media contents against payment or similar consideration or for the purpose of self-promotion. Forms of commercial communication shall include, amongst others, advertisements, the display of the name, the trademark, the image or the product of the sponsor. Advertisements as referred to in the GTC shall be understood to include, mutatis mutandis, Commercial Communications as well. The rules on Advertisements shall also apply, mutatis mutandis, to Commercial Communications.

Publication:

- (i) any book in a printed or an electronic format, on a disk, cassette or any other physical medium; online and downloadable book;
- (ii) any press product in a printed or an electronic format; periodical publication available online or for downloading;
- (iii) any other printed material (address registers, name registers, publications containing graphics, drawings or photos, maps; flyers; printed postcards, greeting or similar cards; printed pictures, samples, photos; printed calendars; printed business advertising materials, catalogues, brochures, poster ads and similar items; other textual publications) excluding printed stickers, postal-, excise duty-, duty-, etc. stamps; stamped papers, cheques, bank notes, share certificates, security papers, bonds, deeds and the like;
- (iv) any products of film-, video-, and television programme production (films intended for public release, on celluloid, digital data carrier, video cassette, disc, other physical medium; downloadable films, videos);
- (v) any sound recordings (intended for public showing, recorded tapes, discs, downloadable sound content);
- (vi) any musical works (printed musical works and/or musical works in electronic format, downloadable musical works).

Customer: the Advertiser or the person placing the advertisement or the advertising service provider and/or the agency (if mentioned separately, hereinafter as: agency) who orders the publication of the Advertisement or other commercial communication or the service related thereto in accordance with these GTC. The term agency shall be understood to mean, mutatis mutandis, the advertising agent, as defined in the Commercial Advertising Act. The term Customer shall also be understood to include the donors of prizes and donations.

Media offer: advertising price list, tariff table used for the sales of advertising by Central Media Group, which contains the advertising prices and technical data for the different Media, as well as the sizes of the advertising spaces and their prices.

Related definitions:

List price: the price of the ordered Advertisement, excluding VAT, from which the discounts or commissions due to the Customer/agency have not been deducted,

net price: price less any discounts deducted from the list price to which the Customer/agency is entitled,

net-net price: for agencies, the net price less the agency discount

Media: printed Press Products, Publications, online products (websites) published by the media content provider, as well as any content made available for downloading, accessed through a platform, whether or not the content is stored permanently on the user's device (e.g. mobile or tablet application; digital magazine, e-book, social media platforms, etc., on mobile or tablet devices,

which allow viewing on portable devices), and for which products Central Media Group is entitled to carry out advertising sales activities.

Media Authority: The National Media and Infocommunications Authority. The Media Authority should be understood to include the different bodies of the Media Authority with autonomous powers;

Advertisement: the term as defined by the relevant legislation(s), in particular the 'commercial advertisement' defined under Act XLVIII of 2008 on the Basic Requirements and Certain Restrictions of Commercial Advertising Activities. For the purposes of the rules and application of the GTC, Advertisement shall be understood to include, as appropriate, commercial communications, sponsorships and prize offers.

Magazine advertisement: Advertisement published in printed Publications and in digital editions of printed Publications with unchanged content;

Online advertisement: Advertisement published on a multi-platform basis in online products (e.g. websites), including advertisements published on social media platforms;

Special advertisement: special advertisement is defined as all Online and Mobile advertisements that differ from the standard, fixed size advertisements as indicated in the price list and/or advertisements that obscure content, interrupt the downloading of a page, e-book or application, interrupt their intended use, or require intervention in the code of the page or application;

Advertiser: in accordance with the applicable legislation, it means the person in whose interest the Advertisement or other commercial communication is published or who orders the publication of the Advertisement or other commercial communication in accordance with these GTC.

Online advertising statistics: until otherwise specified, statistics produced by Adserver Zrt., showing the number of impressions and clicks (CT) of advertisements per creative and per display location, distributed on a daily basis (0-24 hours).

Service Provider: the media content provider who has the means (Media, advertising space, advertising time) to publish the Advertisement, and makes the Advertisement available and publishable through these means (e.g.: magazine, online media, e-book publisher, website, mobile or tablet application operator).

Sponsorship: any contribution provided by a natural or legal person or an unincorporated business entity to finance media content service providers or media contents with the purpose of promoting its own name, trademark, image, activities or products (Press Freedom Act) or those of others. Sponsorship also includes: any contribution provided by an undertaking – that is not in the business of providing audiovisual media services or producing programmes or cinematographic works – to finance a Service Provider or a programme with the purpose of promoting its name, trademark, image, activities or products (the Media Act).

Press products: individual issues of daily newspapers or other periodical papers, online newspapers or news portals, which are offered as a business service, for the content of which a natural or legal person, or a business association without legal personality has editorial responsibility, and the primary purpose of which is to deliver textual or image content to the general public for information, entertainment or educational purposes, in a printed format or through any electronic communications network. Editorial responsibility means liability for the actual control during the selection and compilation of the media content, not necessarily leading to legal liability for the press product.

Force majeure: any unavoidable event occurring independently of the Service Provider's will or beyond the Service Provider's control, which the Service Provider is unable to influence or prevent, and which event or occurrence excludes, limits or makes impossible the performance of the obligation undertaken. Force majeure events shall include in particular, but not limited to, the following: earthquake, fire, epidemic, quarantine, drought, frost damage, flood, windstorm, lightning, closure of infrastructures, war, revolution, insurrection, sabotage. Force majeure shall also be deemed to include any circumstance or event which affects the ability to perform a contractual obligation in whole or in part and which arises from a mandatory legal provision or an act of public authority which could not have been foreseen at the time of the conclusion of the contract and the effects or consequences of which could not have been avoided by reasonable efforts.

Legislation (illustrative list):

Commercial Advertising Act: Act XLVIII of 2008 on the Basic Requirements and Certain Restrictions of Commercial Advertising Activities;

UCPA: Act XLVII of 2008 on the Prohibition of Unfair Business-to-Consumer Commercial Practices;

Competition Act: Act LVII of 1996 on the Prohibition of Unfair Market Practices and Restriction of Competition;

Media Act: Act CLXXXV of 2010 on Media Services and Mass Media;

Press Freedom Act: Act CIV of 2010 on the Freedom of the Press and the Fundamental Rules of Media Content;

E-commerce Act: Act CVIII of 2001 on Certain Issues of Electronic Commerce Services and Information Society Services.

DSA: Regulation (EU) 2022/2065 of the European Parliament and of the Council on a Single Market For Digital Services and amending Directive 2000/31/EC.

For those terms that have not been defined above, the Miscellaneous and/or Final Provisions contain rules in addition to the definitions used in the remaining part of the GTC.

II. INTRODUCTORY AND GENERAL PROVISIONS

1. Central Media Group declares that it is entitled to sell Advertisements in respect of its Media in accordance with these GTC. The current list of advertising spaces is set out in Annex 1 to the GTC.

2. Central Media Group provides its advertising sales activities on the basis of individual contracts and/or orders.

3. Central Media Group shall ensure that the GTC are made available to the Customer before the establishment of the legal relationship with the Customer, so that the offer or order form sent to the Customer by e-mail contains the location where the GTC can be accessed/downloaded (sales.centralmediacsopot.hu) and a notice regarding the specific rules set out in the GTC.

3.1. The legal relationships established under these GTC shall be governed by these GTC even in the absence of a separate written contract. All contracts relating to Central Media Group's Advertising Sales activities shall be governed by these GTC and the documents referred to herein.

3.2. In the event that the Service Provider's Media is also subject to terms and conditions that are

not included or referred to in these GTC, such terms and conditions shall be separately stated in the order, the confirmation or the individual contract and shall become part of the Parties' contract in this way. The Customer acknowledges and accepts, with due consideration of the above, that the Advertisements may only be displayed/published if the technical parameters of the Advertisement concerned comply with the technical specifications applicable to the Media concerned.

3.3. Unless different technical parameters and/or specific rules for PR articles or Sponsored Contents are set out in the order, the confirmation and/or the individual contract, the technical parameters of the material submissions, PR articles or Sponsored Contents shall be governed by the provisions set out in these GTC ("Magazine and online material submission parameters", "Rules for Sponsored Contents and PR articles").

4. The Customer acknowledges that
- by accepting the offer, or
 - by signing the order form, or
 - by concluding the contracts

the Customer is deemed to have read and accepted the contents of these GTC and to be bound by the relevant obligations.

III. PLACING ORDERS

1. Central Media Group accepts orders placed in writing, by courier, letter or e-mail by the person authorised to represent the Customer, with due consideration of Section XI.1 (i) of the GTC. The order can be placed in the format prepared by Central Media Group or written by the Customer. Placing an Order constitutes acceptance of these GTC. Unless otherwise stipulated by Central Media Group, the mandatory content requirements for orders are set out in the provisions under this Section.

2. In the order, the Customer must state the name of its company, its registered office and tax number, in accordance with the data registered in the Business Register, in the case of a Customer established for economic purposes in the EU, the EU VAT number, bank account number, postal address, e-mail address (if an electronic invoice has been requested), the name and contact details of the contact person, the subject of the Advertisement, the product or service to be advertised, the chosen Media, the number of advertisements, the previously agreed time and size of the advertisement. In the case of Online Advertisements, the type of Advertisement [CT (click-through), AV (ad-view), fixed (time) based] must also be specified.

3. In the case of agency orders, the name, registered office and tax number of the advertising client or Advertiser must also be provided.

4. The Customer warrants that it shall act in accordance with the provisions of Section 5 of the Commercial Advertising Act, in particular with regard to Advertisements placed for products subject to the obligation of prior quality testing or conformity certification as defined in a separate law. If the Customer fails to comply with the obligation referred to herein by the expiry of the cancellation deadline at the latest, and the Advertisement cannot be published as a result, the Customer shall be liable to pay a penalty equal to the net-net price of the Advertisement.

5. If the Customer does not provide the data or statements referred to in the above Section or does not provide them on time, or if they are not available to Central Media Group for reasons within the sphere of interest of the Customer, and if the order is placed after the deadline, Central Media Group is entitled to refuse the order, or to terminate or withdraw from the individual advertising contract with immediate effect. This right of the Central Media Group shall also apply if the Customer provides false data.

6. *Special provisions for Magazine Advertisements*

6.1 Ad inserts will be confirmed by Central Media Group following receipt of the sample and load test of the sample.

6.2 The Customer acknowledges that the Service Provider may change the number of printed copies of its Publications depending on seasonality and expected demand, even if the order has already been confirmed. The Customer acknowledges that there may be a difference of +/- 10% between the number of copies quoted and the number of copies actually printed. If the number of copies actually printed is 10% less than the number confirmed, this circumstance shall not give rise to any claim for damages, warranty or other claims on the part of the Customer. In the event that the number of copies actually printed is 10% more than the number confirmed, the Customer shall not be liable to pay any additional fees. If the digital version of the printed Publication (having unchanged content) is also available to subscribers (customers), this shall not result in any additional fee payment obligation for the Customer. In the event of a difference of more than +/-10% as compared to the number of printed copies indicated in the confirmation, Central Media Group will send an amended confirmation to the Customer before the deadline for delivery of the material.

7. If the Customer has notified Central Media Group of its prior request in terms of the time of publication of the Advertisement and the type of advertising space, but has not ordered the Advertisement in the form provided for in these GTC 3 weeks before the expiry of the order deadline, the advertising space conditionally reserved by the Customer shall be released without any further action. The Service Provider shall have an obligation only if a contract as per the GTC has been concluded. In the case of individual, periodic columns (if such a column exists in the given Media), Central Media Group is also entitled to set individual conditions.

IV. EXECUTION OF THE CONTRACT

1. The relevant provisions of the Civil Code shall be applied mutatis mutandis, with due regard to the rules and derogations specified under these GTC. The individual advertising contract is concluded when Central Media Group confirms the Customer's order in writing, by courier, letter or e-mail, within 5 working days, provided that all the necessary data are available. The Advertisement may only be published after the contract has been concluded. The individual advertising contract shall enter into force on the date of confirmation, subject to the terms and conditions set out in the confirmation.

The Customer acknowledges that the order shall be deemed accepted only if the order is confirmed by Central Media Group. If more than one confirmation is sent in connection with an order, the last relevant confirmation issued by the Central Media Group shall prevail for the service or part of the service concerned. The Service Provider shall not be liable for orders not confirmed and Central Media Group shall not be bound by them. This provision shall also apply mutatis mutandis in the event that the Parties conclude a framework or framework-type agreement.

2. The Customer acknowledges that Central Media Group has a data provision obligation as required by law.

V. MODIFICATION AND CANCELLATION

1. The Customer has the right to cancel or modify the Advertisement already ordered in writing, by courier, letter or e-mail, without any legal consequences, until the cancellation and modification deadline indicated in the confirmation sent by Central Media Group.

The Customer acknowledges that the deadline for cancellation and modification is linked to the date of publication and performance of the given Media containing the Advertisement, and therefore the

deadline may be a past date, as compared to the confirmation, depending on the content of the order. In such a case, the Customer may either not exercise its right of cancellation and modification or may exercise it subject to the legal consequences set out under this Section.

2. The cancellation and/or modification request is deemed to have been made on the working day on which the cancellation and/or modification is received by Central Media Group by 15.00 on the working day concerned.

3. Modification:

3.1 Execution of a request for modification submitted within the deadline: Central Media Group shall notify the Customer in writing, by courier, letter or e-mail, of the acknowledgement or non-acceptance of the request for modification submitted within the deadline. If Central Media Group does not respond within 7 working days of receipt of the modification request, the modification request shall be deemed not accepted. Therefore, modifications that have not been accepted or the acceptance of which has not been confirmed and concerning which the Customer does not have a server (e-mail) or postal confirmation shall be considered as not accepted and Central Media Group shall not be liable for any damages or other consequences resulting therefrom. In other respects, any claim will be assessed based on the relevant confirmation. Requests for modifications made within the deadline, if accepted, will be executed according to the content of the acceptance and confirmation.

3.1.1 Special provisions for Online Advertisements

The Customer shall be entitled to cancel the Online Advertisement already ordered in writing, by courier, letter or e-mail, without any legal consequences, or to submit a request for a modified publication of the Advertisement until the 20th day prior to the start date of the publication according to the contract – or if no such deadline is specified due to the nature of the order or the performance, then until the 20th day prior to the first possible start date of the performance.

3.2 Execution of a request for modification submitted after the deadline: the Service Provider cannot be obliged to execute such a request. If Central Media Group does not respond within 7 working days of receipt of the modification request, the modification request shall be deemed not accepted. If the modification has been executed as a result of the activities of Central Media Group, the Customer shall be obliged to pay the net-net price of the Advertisement affected by the modification plus 10% for the Advertisement in question.

3.2.1 Special provisions for the modification of Online Advertisements

Execution of requests for modification submitted after the deadline: the Service Provider cannot be obliged to execute modification requests submitted after the deadline. If Central Media Group does not respond within 5 working days of receipt of the modification request, the modification request shall be deemed not accepted. If the modification has been executed as a result of the activities of Central Media Group, the Customer may be obliged to pay a one-off rebooking or modification surcharge for orders over HUF 500,000 + VAT as follows:

- (i) HUF 15,000 + VAT for orders with a value of from HUF 501,000 + VAT up to HUF 1,000,000 + VAT,
- (ii) HUF 35,000 + VAT for orders above the above mentioned value.

3.3. Late, unfeasible or unaccepted modification requests: if the modification is no longer feasible and/or the modification request has not been accepted by Central Media Group, or the

modification request is deemed unaccepted and no cancellation has been made within the deadline, or if the cancellation is no longer acceptable, the Service Provider shall publish the Advertisement at the time and with the content originally ordered, or – at the express request of the Customer made in writing, by courier, letter or e-mail, received before the deadline for the submission of the materials – shall refrain from publication, but even in such a case, the Customer shall be obliged to;

(i) pay the net-net price of the Advertisement + VAT in the case of Magazine Advertisements,

(ii) in the case of online advertisements, if the Advertisement is not published, pay 75% of the net-net price of the Advertisement + VAT, whereas if the Advertisement is published, pay 100% of the net-net price of the Advertisement + VAT.

4. Cancellation:

4.1 Cancellation within the deadline: if Central Media Group does not confirm the cancellation made within the applicable deadline within 7 working days of receipt of the cancellation request, the cancellation concerned will be deemed accepted even in the absence of confirmation.

4.2 Cancellation after the deadline: the Service Provider undertakes to comply with the cancellation request submitted after the deadline (i.e. to refrain from publication) as follows. In the case of a request by the Customer made in writing, by courier, letter or e-mail to Central Media Group and received by Central Media Group before the specified deadline for submission of the materials, the Service Provider shall not publish the material, but the Customer shall still be obliged to pay the net-net price of the Advertisement + VAT. In the absence of such a request, or in the event of late notification, the Service Provider shall publish the Advertisement at the time and with the content of the original order, and the Customer shall still be obliged to pay the net-net price of the Advertisement + VAT.

4.2.1 Special provisions for cancelling Online Advertisements

4.2.1.1 Cancellation after the deadline: the Service Provider undertakes to comply with the cancellation request submitted after the deadline (i.e. to refrain from publication) as follows. In the case of a request by the Customer made in writing, by courier, letter or e-mail, received before the specified deadline for submission of the materials, the Service Provider shall not publish the Advertisement. In the absence of notification of such a request or in the event of late notification, the Service Provider shall publish the Advertisement at the time and with the content of the original order, but the Customer shall be obliged to pay the Advertising fees set out in the following subsections in all cases referred to in this Section, in proportion to the extent of the late notification.

If, in relation to the starting date of the publication of the Advertisement under the contract (if no such starting date is specified due to the nature of the order or the performance, then to the first possible starting date of performance), the late cancellation is made:

(i) between 19 and 16 days prior to the starting date, 75% of the net-net price of the Advertisement + VAT shall be payable,

(ii) within 15 days of the starting date, 100% of the net-net price of the Advertisement + VAT shall be payable.

4.2.2 In the case of sponsorship of individual or periodical columns connected to an Online platform (e.g. columns related to holidays, sporting events), no cancellation is

possible, no request for modification can be submitted. In the case of such orders, the Customer may request the omission of publication, with the proviso that the Customer shall be obliged to pay an amount equal to the net-net price of the Advertisement (sponsorship).

5. The Customer is not entitled to transfer the ordered or cancelled advertising space to a third party or to another Customer, to resell the advertising space – with the exception of the resale by an advertising agent as permitted by law – or to offer or provide the discount provided to a third party or to another Customer other than the entitled party. The Customer is only entitled to offer the advertising space cancelled in due time to a third party if Central Media Group has given its prior, separate and express consent to this.

6. If the Customer orders the production of the Advertisement (including Special Advertising Section /SAS/, Column (section), Recipe, Crossword Puzzle Sponsorship, or other material requiring tasks to be carried out by the publisher, journalist, designer, photographer, etc.) in whole or in part from the Service Provider, the Customer acknowledges and expressly agrees that: (a) the Service Provider shall be entitled to carry out the preparations and actual acts necessary for the production (including the conclusion of the necessary contracts, the performance of the resulting payments and other commitments, the works and work processes necessary for the production of the ordered advertisement and advertising space) after the conclusion of the contract corresponding to the order, (b) if the Customer does not wish the advertisement to be published for any reason and cancels the publication within a period of time which is not subject to any legal consequence under these GTC, the Customer shall still be liable to pay all verified fees and costs incurred by the Service Provider (e.g. editorial and/or technical costs) incurred by the Service Provider until the cancellation of the publication. This rule shall also apply if the Customer cancels the publication at a time when the cancellation of the publication is subject to legal consequences under the GTC.

VI. DELIVERY OF THE ADVERTISING MATERIALS

1. For the purpose of ordering the Advertisement, the Customer must send the finished advertising material by the deadline for delivery of the material as generally advertised or as individually determined by Central Media Group, unless the material is ordered from Central Media Group. The advertisements must be sent to Central Media Group in electronic form, based on the parameters set for the submission of the Advertising materials available on the website at sales.centralmediacsoport.hu. ([Magazine advertisement submission parameters](#), [Online general submission, technical and ordering parameters](#), [Online standard, special display and video ad technical submission parameters \(desktop&mobile\)](#), [EDM ad technical submission parameters](#)). In addition to the terms and conditions referred to herein, the Service Provider reserves the right to impose specific and/or additional terms and conditions. Such specific terms may also be included in the individual contracts.

1.1 Special provisions for Magazine Advertisements

1.1.1 In the case of Publications, the Advertisement must be accompanied by a printed copy (i.e. a proof) reflecting the latest version of the Advertisement. Failing this, Central Media Group shall not be liable for any aesthetic, textual and/or colour defects, and the Customer shall not be entitled to claim a price reduction or any other claim from Central Media Group on the grounds of defective performance. The Customer is obliged to deliver the products required for the preparation of the inserts to the place and within the time limit specified in the confirmation. If the Customer delivers the inserts one week prior to the delivery deadline, Central Media Group is entitled to pass on to the Customer the certified additional storage costs of the inserts.

1.1.2 The Customer acknowledges that it shall not be entitled to any compensation, refund or any other claim in the event that, due to a change in the number of copies printed, part

of the product sample ordered and delivered for insertion is left over or not placed in part of the copies. If the number of printed copies increases as compared to the number indicated in the confirmation and the Customer does not have sufficient number of samples for the increased quantity, the Customer shall be entitled to decide in which of the areas otherwise covered by the distribution the relevant Publication shall be distributed without the sample. If the number of copies printed is lower than the number of copies indicated in the confirmation and the Customer has already delivered the samples, the Customer may decide whether to request the inclusion of the sample in another Publication of the Service Provider at the price indicated in the confirmation or to request the return of the unused quantity. The cost of returning shall not be borne by the Customer.

1.1.3 At the same time as ordering the inserts, the Customer shall provide a minimum of 10 samples in the case of leaflets and catalogues, and a minimum of 40 samples in the case of product samples. The Customer shall be entitled to order the inclusion of inserts that meet the conditions for transport and delivery, seasonality and that can be transported and delivered without damage. Central Media Group is entitled to subject the product sample provided by the Customer to a load test. If the product sample does not pass the load test, Central Media Group is entitled to refuse the order, to terminate the individual advertising contract with immediate effect or to rescind the contract without any obligation on Central Media Group. By providing the sample, the Customer undertakes and warrants that the total quantity of the product to be published or inserted will be identical in all parameters to the sample provided. The Customer acknowledges that any discrepancy or difference between the sample delivered in advance and the products delivered for the inserts, as well as any damage (e.g. damage to the Publication due to spilling out) and justified additional costs (paper, printing, transport, storage costs etc.) resulting from failure to deliver the sample or from inappropriate transportation of the inserts shall be borne entirely by the Customer. For inserts, the delivery deadline indicated on the order confirmation shall be considered as the deadline for submission.

1.1.4 If, after delivery of the material or after confirmation, the Customer requests a change in terms of content or the way the advertising material is published, the Customer shall be obliged to provide new, ready-to-print advertising material upon notification of such a change. The notification of the request for a change must be made within the deadline for modification and the delivery of the new material must be made by the deadline for the submission of the material. If the request for a change is notified after the deadline for modification, the legal consequences thereof shall be governed by the provisions applicable to the modification.

2. If, despite late submission of the materials by the Customer – in the case of inserts, any late delivery – the Advertisement is published as a result of the activities of Central Media Group, Central Media Group shall be entitled to a penalty for late performance – in accordance with the terms of established the legal relationship – equalling to 25% of the net-net price of the Advertisement concerned, in addition to the contractual consideration payable for the Advertisement.

If late submission of the materials or, in the case of inserts, any late delivery of the inserts by the Customer (or by any person within the control of the Customer), makes it impracticable to execute the modification, the Service Provider shall publish the Advertisement at the time, in the manner and with the content originally ordered, or, at the express request of the Customer in writing, by courier, letter or e-mail, received by Central Media Group before the predetermined deadline for submission of materials, the Service Provider shall refrain from publishing the Advertisement, but in this case the Customer shall still be obliged to:

(i) pay the net-net price of the Advertisement concerned + VAT in the case of Magazine

Advertisements,

- (ii) in the case of Online Advertisements, if the Advertisement is not published, pay 75% of the net-net price of the Advertisement + VAT, whereas if the Advertisement is published, pay 100% of the net-net price of the Advertisement + VAT.

3. Central Media Group may provide its free professional opinion on the amount of text, the wording and the graphic design of the Advertisement at the request of the Customer. Central Media Group does not undertake any obligation to view the Advertisement prior to publication. Central Media Group is under no obligation to verify that the Advertisement complies with the relevant legal provisions. The provision of the opinion shall not relieve the Customer of its liability for the Advertisements under the GTC. Central Media Group reserves the right to give the opinion or not to give the opinion. Central Media Group disclaims all liability in connection with the provision of such opinions and reserves the right to limit the scope of the opinions provided at its discretion.

4. If the Customer's failure to deliver the Advertisement (including the failure to deliver the inserts, if any) leads to the impossibility or failure of performance, the Customer shall be liable to pay a penalty equalling to the net-net price of the Advertisement concerned.

5. The Customer acknowledges that the prices stated in the price list or in the Media Offer refer only to the price of the publication of the Advertisement, so if the Customer entrusts Central Media Group with the production of the Advertisement or its possible revision, correction or any other additional or ancillary activities, Central Media Group will undertake these tasks for an additional, separate fee.

6. Central Media Group shall send the advertising material it has produced to the Customer. If the Customer sends its proposals for change by the deadline for submission of materials, Central Media Group will take the requested changes into account to the extent that they can be accommodated. If no request for a change is received within the deadline or the Customer does not request the sending of the advertising material, the advertisement produced by the Service Provider on the basis of the Customer's order shall be deemed to have been accepted by the Customer.

7. The Customer declares and warrants that the data, information and any material provided by it, in particular the content of the advertising material (including any cases where the advertising material is prepared by Central Media Group at the Customer's request) is accurate and does not infringe the rights of third parties (such as copyright, rights to works protected by industrial property rights, trade mark related rights, moral rights, among others), complies with the applicable laws and regulations of the relevant authorities, is not subject to any advertising prohibitions or restrictions, in particular, does not violate the general and special advertising prohibitions and restrictions of the Commercial Advertising Act and the UCPA, the provisions of the Media Act and the Press Freedom Act, the regulations, guidelines, resolutions of the Media Authority or the relevant industry code referred to in the GTC. The Customer warrants that, if required by law or the provisions of a competent authority, the Advertisement ordered by the Customer, the advertisement or any material intended for publication and delivered by the Customer contains the necessary warnings and notices, and if the advertising material is produced by Central Media Group on the Customer's order, the relevant information has been provided by the Customer. The Customer warrants that the product and/or service to be advertised (meaning the product and/or service and/or any communication intended to be published in connection therewith, including but not limited to TCRs, public service announcements, etc.) complies with applicable laws, standards and other applicable norms, and, among others, it does not violate any of the rights referred to above. The Customer acknowledges that the Customer and the Advertiser are solely responsible for the veracity, content and facts of the data and information provided by the Customer, for their visual presentation, for the correctness of the information communicated in the Advertisement and of any necessary warnings (if applicable) and for the infringement (if any) of the rights of third parties listed above by the Advertisement (communication).

VII. REFUSAL OF THE ADVERTISEMENT

1. The Customer acknowledges that the following Advertisements may not be published, may be refused or, if possible, suspended in the case of continuous publications: any Advertisement which is in breach of the law and/or violates the norms of the Hungarian Code of Advertising Ethics or the relevant industry code(s), in particular the Co-regulatory Code of Conduct of the Association of Hungarian Publishers, as well as any Advertisement which, according to the subject of its defect and according to the unilateral discretion of Central Media Group:

- (a) is incompatible with the image, spirit and business policy of the Service Provider,
- (b) directly or indirectly harms the advertising market and/or business interests of the Service Provider (e.g. Advertisement that is advertising a competitor of the Service Provider or any Media containing advertising space that is based on the audience of the Service Provider's Media and is sold to third parties, etc.),
- (c) cannot be fulfilled for technical or volume related reasons, including in the event that the technical parameters of the Service Provider referred to in these GTC are not fulfilled with respect to the Advertisement,
- (d) is in conflict with the terms and conditions of the Service Provider,
- (e) creates or may create the misleading impression that it is the Service Provider's own communication,
- (f) is objected to by the Media Authority or any other competent authority, whether formally or informally, as being in breach of Media Authority's regulations, guidelines or resolutions,
- (g) is in breach of, or in conflict with, any provision of these GTC.

2. In the event of an Advertisement being in breach of the law, Central Media Group shall be entitled to terminate the advertising contract with immediate effect or to rescind it in whole or in part, even if the Advertisement or the order has already been confirmed. Section 5 of this Chapter shall also be applicable to the grounds for termination.

3. If the Customer disputes the position of Central Media Group that the text of the Advertisement is in conflict with the Hungarian Code of Advertising Ethics, Act XCVI of 2001 on the publication of commercial advertisements and business signs and certain public service announcements in Hungarian, or other legislation, as well as relevant industry codes, regulations, directives, resolutions of the Media Authority, or other competent authorities, and the Customer insists on the publication of the Advertisement, Central Media Group may request the opinion of the Advertising Self-regulatory Board. Proceedings under this provision shall not affect the provisions of the GTC on the same subject matter, including the rights and obligations and liability relations contained in the GTC.

If the name or designation of the company or a product marking (including trademarks and geographical indications) is the disputed part of the text of the Advertisement, Central Media Group may at any time demand the presentation of the relevant document (e.g. trademark certificate).

4. If the Service Provider refuses to publish the Advertisement because the Media Authority or other competent authority has objected to it, either formally or informally, the Customer shall be obliged to revise the Advertisement at its own expense within 10 days of the request of the Service Provider. Central Media Group shall not be liable for any delay or failure to perform resulting therefrom. In the event of non-performance for such a reason, the Customer shall be obliged to pay the net-net price of the advertisement(s) concerned.

5. If the termination with immediate effect or the rescission is based on a breach of the warranty clauses or the fact that the Advertisement is in breach of the provisions of the Hungarian Code of Advertising Ethics and/or other relevant industry codes, and the grounds for termination with immediate effect or rescission is discovered after the conclusion of the advertising contract, the

Customer shall be obliged to pay to Central Media Group a penalty equalling to the net-net price of the Advertisement (other impression/publication) concerned, in accordance with the legal relations established.

6. In the event that bankruptcy, liquidation or winding-up proceedings are instituted against the Customer (i.e. the person liable to pay), or if the Customer is otherwise in a situation involving the risk of insolvency, or if the financial situation and solvency of the Customer's company cannot be assessed on the basis of the public company information, Central Media Group shall be entitled to refuse to conclude a new contract or refuse to accept the order, or in the case of continuous orders (performance) to suspend the acceptance of further Advertisements from the Customer, to stop publication, to refuse publication or to stipulate prepayment, and to terminate with immediate effect the individual advertising contracts already concluded (unless any of these is excluded by law, e.g.: temporary moratorium on payment in the case of bankruptcy proceedings).

7. If the Advertisement (or any other impression/publication) cannot be published for reasons within the control of the Customer, it shall not entail any liability or expense for Central Media Group. Delays, delivery of defective materials, and any impossibility of performance or failure resulting therefrom, which are within the control of the Customer, shall be governed by this rule, mutatis mutandis. Any claim for damages, warranty or any other claim against Central Media Group in such cases is excluded. Central Media Group may exercise its rights under the GTC in these cases.

8. Special conditions for magazine advertisements

8.1 In the event of failure to provide the sample quantity in advance, Central Media Group shall be entitled to terminate or rescind the individual advertising contracts already concluded. Central Media Group is not obliged to take any action to publish such Advertisements and is not obliged to publish such Advertisements.

Central Media Group shall also be entitled to refuse to publish the inserts despite the confirmation and to terminate the individual advertising contract with immediate effect or to rescind it in whole or in part if the samples delivered to Central Media Group do not correspond in weight, size or other parameters to the total quantity delivered for inserting. In the event of refusal or failure to perform under this clause, Central Media Group shall not have any liability for damages or any other liability, but the Customer shall still be obliged to pay the net-net price of the advertisement(s) concerned.

VIII. PUBLICATION

1. The Customer acknowledges that it shall not be allowed to use in the Advertisement (including the materials placed as an insert) the trademark, other distinctive signs, emblem, font, or layout editing of the Service Provider's Media, nor shall the Advertisement give the reader the impression that the material is an editorial work prepared by the Service Provider or by any person acting on its behalf.

2. The Advertiser shall prepare the text of the Advertisement in accordance with the spelling rules published by the Hungarian Academy of Sciences, the provisions of the Act on the publication of commercial advertisements and business signs and certain public service announcements in Hungarian, the Commercial Advertising Act, the UCPA, the Competition Act and the regulations, resolutions and directives of the Media Authority. (Puns may be an exception, but the pun-like nature of the text must be clear.) Central Media Group may make corrections in the text of the Advertisement in accordance with the Hungarian spelling rules, even without prior consultation with the Customer. If, in the opinion of Central Media Group, the text of the Advertisement needs to be changed in substance due to a problem of interpretation or for any other reason, this must be done in consultation with the Customer.

3. If the Advertisement ordered in due time is not published for reasons beyond the Customer's control, the Customer may request, first of all, the publication in the same Media (product covered by these GTC) of the Service Provider, and secondly, the publication in another Media (product covered by these GTC) of the Service Provider, for the same value, or if the performance is no longer in the Customer's interest, or the Service Provider does not wish to or is unable to fulfil the above requests, the Customer may terminate the contract in writing, by letter or e-mail. If the conditions for rescission apply, the Customer may rescind the contract in whole or in part.

4. In the event of a serious defect in performance, the Customer may, first of all, request the repeated, faultless publication of the Advertisement, at its option, in the same Media (covered by these GTC) or in another Media (covered by these GTC) of the Service Provider, with identical advertising space value, and secondly, claim a reduction of the fee in proportion to the defect. In the case of minor defects, the Customer may claim a discount or an impression/publication of an agreed value in proportion to the defect.

5. The admissibility of a request for the special placement of the Advertisement on the advertising space shall be determined based on the structure of the Media concerned and the number of relevant requests. There is no obligation to accept a request for special placement. Special placement shall be subject to payment of a surcharge. If the Advertisement is not published in the requested special place despite the consultation or confirmation, no damages or other claims may be asserted against Central Media Group, but no surcharge may be charged for the special place indicated in the agreement. Special placement options are included in the Media Offer.

6. The Customer acknowledges that if no special placement is requested or if the request is not accepted, the placement of the Advertisement shall be determined by the Service Provider. The Customer further acknowledges that it may not make any claims in relation to the visual and textual context of the Advertisement.

7.1. PR articles may be published in accordance with the relevant legislation and industry code. Pursuant to the Press Freedom Act, the Commercial Advertising Act, the UCPA, the Competition Act, and the Hungarian Code of Advertising Ethics, among others, a PR article must be published in such a way that its advertising nature is clearly indicated. Central Media Group shall mark the PR article with the inscription "HIRDETÉS/ADVERTISING" or other equivalent sign to make the advertising character clear. If the PR article or material to be published is provided by the Customer to Central Media Group, the Customer is obliged to indicate the advertising character of the article on the basis of the appropriate application of the "Rules for Sponsored Content and PR Articles" available in the Advertising section of the website at www.centralmediacsopot.hu. A PR article should not disguise the true nature of the article. The information contained in the PR article must be accurate, balanced, fair, objective and sufficiently complete to enable the consumer to form his or her own opinion about the goods or services advertised. Information must not mislead by distorting, overstating or omitting facts. Otherwise, the publication may be refused without legal consequences, with appropriate application of the legal consequences under the GTC.

8. Special conditions for magazine advertisements

8.1 In the case of the Service Provider's printed Publications, with the exception of thematic Publications and pages, no Advertisements of an obviously competing Customer will be published on the same double page spread as the Advertisement.

8.2 The Customer acknowledges that in the case of an order for an unspecified location, the inserts may be placed in different locations in the different copies or next to competing Advertisements, and no claims for damages, warranty or other claims may be asserted in this respect.

8.3 The placement of different products of the same Customer on the same advertising page

cannot be excluded or objected to.

- 8.4 Central Media Group will return any manuscripts or print-ready materials received from the Customer only at the Customer's express written request and at the Customer's expense. These materials will be kept by Central Media Group for 3 months after the publication of the Advertisement. Thereafter, unless otherwise agreed, the materials will be destroyed.
- 8.5 In the case of Advertisements placed in a magazine, if the Customer has an ongoing contract for the publication of several Advertisements and does not provide new materials by the submission deadline for the next issue, the Service Provider shall automatically repeat the publication of the last Advertisement published, which shall be deemed to be contractual performance.
- 8.6 Small variations in colour and tone may occur in the printing process, even if suitable original materials were provided, but these shall not constitute a defective performance.

9. Special conditions for Online Advertisements

9.1 Central Media Group shall test the creatives of the Online advertisement before publication. It is the responsibility of the Customer to correct any technological and content errors that occur during testing before publication. The main criteria for testing Special advertisements are as follows:

- (i) cookie (the same user should see the ad only once a day), the same user should encounter the advertisement only once every calendar day, which may be daily and/or weekly as agreed between the parties,)
- (ii) closability (close button),
- (iii) sound can be switched off ("off" button),
- (iv) landing page (the creative must be clickable by default and lead to an existing landing page),
- (v) may interfere with the functions of the site for a maximum of 8 seconds,
- (vi) must not obscure the logo,
- (vii) size (max. 50 Kbyte, max. 300 Kbyte for banners, 3Mbyte for pre/mid/post-roll)

9.2 If a CT (click-through) based Advertisement is ordered:

- (i) if the click-through rate (CTR) is less than 0.1% in the first third of the campaign period specified in the individual advertising contract, Central Media Group is entitled to request a replacement of the advertising material in order to increase the efficiency of performance. In the event that the Customer does not provide replacement material, or if the click-through rate (CTR) remains less than 0.1% despite the replacement material, Central Media Group is entitled to change the campaign or the unfulfilled part of the campaign to an AV (ad-view) based campaign for the same value after prior notification of the Customer. The Customer expressly accepts this provision.
- (ii) if the Service Provider does not make a specifically named and explicit commitment to a CT-based quantitative performance under the individual contract, the numerical specifications made in the individual contract shall not constitute a guarantee in respect of the orders placed and confirmed and/or in respect of the other individual agreements, but the Service Provider shall in any case endeavour to meet the given quantity. Furthermore, in such cases, unless otherwise agreed in the individual contracts by the parties, the parties shall settle accounts with each other on the basis of the number of CTs actually executed or on the basis of the rate per actual number of CTs completed.

9.3 For Advertisements with fixed (within the day) ad-views:

In the case of fixed AV advertising, the daily impressions shall be calculated from 0:00 to 24:00 hours.

- (i) if the number of ad-views reached on a given day differs by +20%/-20% from the quantity ordered by the Customer, the order is deemed to be fulfilled and Central Media Group will not charge any additional fee and Customer shall not have the right to make any further claims against Central Media Group on this basis;
- (ii) if, for reasons attributable to the Customer – including the late delivery of the Advertisement, beyond the respective deadline – the ad-views for a given day are less than 80% of the quantity ordered by the Customer, the Customer shall pay the full amount of the fee and Central Media Group shall not be liable for the underperformance;
- (iii) if, for reasons beyond the Customer's control, the fixed daily ad-view number ordered by the Customer is less than 80%, Central Media Group agrees to fulfil the difference to 100% by publishing the Advertisement in the full portfolio in AV package.

10. *Special provisions for Online Advertisements with regard to statistics*

10.1 In case the Advertisement is ordered, the Customer shall (may) receive online access to the ad server of Adverticum Zrt. for the tracking of its own campaigns during the term of the contract, but for a maximum of 1 year from the conclusion of the contract. Extracts from the statistics of a campaign shall (may) also be sent on separate request.

10.2 The Customer acknowledges and accepts that, unless otherwise and expressly informed in advance by Central Media Group, the data measured by Adverticum Zrt. shall be decisive in terms of performance of the individual online campaigns.

11. *Special provisions for barter contracts*

11.1 During the services provided by Central Media Group, in the case of barter campaigns, the availability of free inventory (available spaces) may vary depending on the unused inventory capacity not utilized by paid campaigns, therefore Central Media Group cannot undertake a maximum guarantee for performance, especially during the peak sales periods (April - May and October - December). As a consequence, in periods of "inventory shortage", campaigns can only run based on coordination and subject to the availability of free inventory, which the Customer expressly acknowledges.

11.2. The Customer acknowledges that in the case of a barter contract, advertisements may not be placed on the cover of the magazines (B2, B3, B4, i.e. the front page or the back page of the magazine).

IX. ADVERTISEMENT RATES

1. The Media Offer is available on the website at sales.centralmediacsport.hu.

2. The Customer may reserve the quantity of advertising that entitles him to the discount for the year in question in accordance with the Media Offer. Central Media Group may make the reservation of the advertising volume required for the discount subject to the provision of financial security. In this case, a discounted price shall be payable starting from the first Advertisement. If the Customer cancels part of the quantity reserved in advance for the year in question, the discount scheme will vary according to the quantity of Advertisements actually submitted, and – as the case may be – the discount may be lost. The discount scheme and the legal consequences of losing the discount

are defined in the individual contracts.

3. The right to set prices based on the tariff prices applicable at the time and to change prices during the year (including the right to change discounted prices for annual reservations) is hereby reserved. This provision shall also apply to tariff prices. Central Media Group also reserves the right to set individual and/or additional prices. In the event of a change in advertising prices, Central Media Group will notify the Customer of the new prices by e-mail at least 30 days (15 days in the case of Online Advertisements) before the change comes into effect. In the case of individual advertising contracts concluded before the changes are communicated, the prices of the individual advertising contracts applied immediately prior to the changes will be applied, regardless of the time of publication of the advertisement. The Customer expressly accepts this provision.

4. The Customer expressly acknowledges that pursuant to Section 5/C (2) of the Commercial Advertising Act

(i) the media advertising space seller must apply the full discount received for the benefit of the advertising agent and the advertiser,

(ii) the advertising agent must apply the full discount received for the benefit of the advertiser.

X. PAYMENT TERMS, INVOICING

1. Unless otherwise expressly agreed, Central Media Group shall issue and send invoices to the Customer on a per-order basis, after completion, within the time limits laid down by the legislation in force at the time of publication at the latest. Cash payment is possible up to the maximum amount and according to the provisions of Act XCII of 2003. In the case of its printed Publications, the Service Provider shall enclose a sample (complimentary) copy to the invoice.

2. In the event of late payment, the Customer shall pay to the Service Provider default interest (interest on late payment) at the rate specified in the Civil Code for business-to-business contracts. In such a case, Central Media Group shall also be entitled to assert other claims or costs based on other applicable laws. Furthermore, the Customer shall also be liable to pay the debt collection flat rate pursuant to Act IX of 2016 on Collection Flat Rate. If the Customer fails to meet its payment or invoicing obligations upon the request of Central Media Group, any of its contracts covered by these GTC may be terminated with immediate effect, or the performance of orders due may be suspended, or the acceptance of new orders may be refused until the debt is settled, and prepayment (cash before delivery) may also be requested. Central Media Group reserves the right to enforce its invoice claims at any time within the limits allowed by law, including through third parties, in particular through debt collection agencies.

4. Central Media Group is entitled to stipulate prepayment as follows:

- (i) if the Customer is a private individual or a foreign customer;
- (ii) when the financial situation or solvency of the Customer's company cannot be assessed on the basis of public company information, or if the Customer (meaning the person/entity liable to make the payment to the Service Providers) is or has been declared bankrupt or is in the process of being declared bankrupt or is in the process of being wound up, or is otherwise in a situation of imminent insolvency, before or after the conclusion of the contract;
- (iii) if such a provision is included in the sponsorship agreement or in the agreement of the parties.

The Customer must make the prepayment by the deadline for payment of the proforma (prepayment) request letter issued by Central Media Group. In the event of failure of this

payment, Central Media Group is not obliged to accept the given order and may terminate the individual advertising contracts already concluded with immediate effect or exercise the right of rescission. Central Media Group is not obliged to take any action to publish the Advertisement until the payment for the Advertisement has been received.

5. The invoice must be settled in the currency of the invoice.
6. The bank charges for the settlement of the invoice shall be borne by the Customer. In the case of an order from a foreign Customer, both the foreign and the domestic bank charges shall be borne by the Customer.
7. The date of payment shall be the date when the respective amount is credited on bank account of Central Media Group. Any invoice related objection shall affect the disputed item only and shall not change the other items or the due date of the invoice.
8. Questions or objections relating to the invoice must be communicated in writing within 8 calendar days of receipt. No complaints may be made after this deadline.
9. The refusal, suspension or termination provided for in this Chapter may be exercised following an unsuccessful prior request, where the request may also be made by e-mail.
10. The penalty referred to in these GTC shall be based on the net-net price of the Advertisement. The penalty shall be charged by letter of notification, with a payment deadline of 8 (eight) calendar days, unless otherwise specified.

XI. LIABILITY

1. The Customer warrants that:

- (i) it is entitled or authorised to conclude the contract for the publication of the Advertisement and to place the relevant orders,
- (ii) the Advertisement ordered by it complies with the applicable laws, standards and other relevant norms, including in particular the content and factual statements of the Advertisements,
- (iii) the Advertisement ordered by it does not infringe the rights of any third party,
- (iv) the placing of the order and the conclusion of the contract are not subject to the approval of any third party, and if they are, the Customer is in possession of such approval, which it undertakes to provide credible and reliable evidence of. Central Media Group excludes all of its liability, within the limits of the law, for any breach of the above-mentioned warranties, for the existence of property rights and/or rights of use of any elements used in the ordered Advertisement which are protected by a special legal protection and/or by the Civil Code, for any breach of moral rights, and for any other claims arising from or attributable to the breach of the above-mentioned warranties, in whole or in part.

1.1 Special provisions for Online Advertisements

The Customer warrants that (i) the Advertisement ordered by it does not monitor user information in any form or manner, (ii) it does not collect personal and/or profiling data through the Advertisement in any form or manner, unless expressly and separately agreed with the Service Provider.

1.2 The consequences of a breach of the above warranties shall be governed by the provisions of this Chapter, *mutatis mutandis*.

2. If the publication of the ordered impression, Advertisement or advertising material and/or any other act, communication, etc. made on the basis of the Customer's order violates any law, standard or other relevant norm, in particular, but not exclusively, leads to the infringement of moral rights or otherwise infringes or endangers the rights or legitimate interests of third parties, and a claim is asserted against Central Media Group and/or – if permitted by law – its executive officers by civil action or otherwise, the Customer shall be obliged to directly and immediately compensate the Service Provider for any damage, claims and costs incurred by Central Media Group (including without limitation compensation for damages, aggravated damages, fines, procedural fees, collection and legal costs). This provision shall also apply in the event that a fine or any claim against Central Media Group or its executive officers results from a breach of the Customer's warranties.

3. With due consideration of the provisions of these GTC, including the provisions of Section XI.1 of these GTC, Central Media Group is not obliged to check the compliance of any material, in particular advertising material, provided to it for publication with the law (e.g. copyright or media law aspects, press or advertising ethics) and/or the Customer's warranties (unless required by law). Any inspection carried out by Central Media Group shall not relieve the Customer of its liabilities under these GTC.

By accepting these GTC, the Customer expressly assumes to reimburse any claims, in particular claims for damages and civil claims, imposed on Central Media Group or – if permitted by law – on its executive officers (in particular, but not exclusively, fines imposed by the Media Authority, the Hungarian National Authority for Data Protection and Freedom of Information or their bodies), in connection with the performance of the order (contract), on the grounds of non-compliance with the law, in particular copyright, advertising and media law, competition law, data protection law and civil law and/or on the grounds that any of the warranties is found to be untrue, in whole or in part. This provision shall also apply in the event that the detriment or disadvantage suffered by the Service Provider and/or its executive officer is due to the fault of the Customer and/or a person acting within the control of the Customer.

3.1 *Special provisions for Online Advertisements*

Without prejudice to Section 3 of Chapter XI, Central Media Group will continuously monitor the compliance of the Advertisement with Section 1.1 of Chapter XI (the prohibition of monitoring user content and collection of personal data and/or profiling data).

If the Advertisement (including any action in connection with the performance of the contract between the Customer and the Service Provider) violates in any way and to any extent any of the provisions referred to herein, Central Media Group shall take the necessary measures towards the competent authorities to prevent unauthorized data processing and shall otherwise be entitled to exercise its rights under the GTC, including in particular, but not limited to, to exercise any of the rights and remedies set out under the Chapter titled "Refusal of Advertisement" (e.g.: refusal, suspension, cancellation, termination with immediate effect, rescission, penalty). Central Media Group is also entitled to take any measures, notifications or other actions that it deems necessary to investigate and remedy the prohibited conduct (e.g. unauthorised data processing) or the prejudicial situation.

4. The Customer warrants that it will act in accordance with the applicable law in respect of the obligation to provide a declaration in terms of the quality testing and conformity certification relating to the Advertisement. The Customer shall have unlimited liability for the consequences of failure to do so.

5. The Customer shall be liable for any defects, damages and losses resulting from the poor quality or inadequacy of the original materials (e.g. illustrations, graphics, logos, etc., the finished advertising material) provided by the Customer (including the failure to provide or the inadequacy of the mandatory information, warnings or data required by advertising or specific sectoral rules).

It shall be the Customer's responsibility to ensure that the materials provided comply with the technical specifications of the Service Provider referred to in the GTC.

6. Central Media Group shall be liable for any error resulting from a change made after the Advertisement has been submitted, which constitutes a modification to the Advertisement, only if the modification was not requested by the Customer or if the modification was not permitted by the GTC and/or the individual contract concluded on the basis of the GTC. Central Media Group excludes its liability for requests for modifications that cannot be fulfilled and also for modifications submitted beyond the deadline for submission of materials and possibly fulfilled.

7. The Customer irrevocably assumes from Central Media Group, as the publisher of the Advertisement, all fines, damages, aggravated damages, costs and civil law claims arising from the breach of its warranties and its joint and several liability it has together with the advertising service provider, the Advertiser and the publisher of the Advertisement under the Commercial Advertising Act and the UCPA, which may be asserted against the Service Provider or its executive officers by the competent authorities or third parties on the grounds of the Customer's breach of the aforementioned laws and these GTC.

8. Under the liability relations and on the basis of the assumption of liability and debts stipulated in this Chapter, the Customer shall be liable directly to the entitled party, and shall be obliged to pay to the entitled party when due any fines, damages, aggravated damages, other claims or certified costs referred to above. In the event the Customer is not allowed to directly compensate the entitled party based on the applicable legislation, and hence another person or company or executive officer has satisfied the claims or provided the compensation, the Customer shall have an unconditional and immediate obligation of reimbursement vis-à-vis such a company or person.

9. In the case of a joint advertisement, the Customer placing the order is also responsible for the additional advertising included in the Advertisement, in accordance with the liability rules otherwise applicable to it. The Customer warrants that it is also entitled to order such Advertisement, subject in particular to the warranties set out in Section XI.1. The Customer shall be jointly and severally liable with the joint advertiser. The Customer shall be responsible for informing the other party of this circumstance. In other respects, joint and several liability for the joint advertisement shall be considered a special rule compared to the general rules of the GTC.

10. The Customer shall be solely liable for the truthfulness of the data and the quality certification declaration provided by it, and for any violation of the provisions on the prohibition of misleading and comparative advertising, with the exceptions set out in the Commercial Advertising Act.

11. The Customer shall be obliged to prove the truth of the statement of facts forming part of the Advertisement at the request of the competent authority. If the Customer fails to comply with this obligation, it shall be deemed that the statement of facts is not true. The Customer shall be liable to pay all damages, fines and related costs incurred as a result of failure to comply with this legal obligation.

12. If the errors in the material submitted or sent by the Customer could not have been detected at the time of sending it to Central Media Group or could have been detected only with disproportionate difficulty, and for that reason the Advertisement is displayed incorrectly, and furthermore, if the Customer has approved the advertising material sent, Central Media Group shall not be liable for the defective performance. The Service Provider shall not be liable for any error in the Advertisements published as a series, if the Customer has not made a complaint within 14 days of the original first publication.

13. The Customer acknowledges and expressly accepts that any claim for damages or any other claims against Central Media Group may only be asserted up to the amount of the price of the Advertisement affected by the defect or deficiency and only in proportion to the extent of the defect

or damage.

14. Central Media Group's liability is limited to actual direct damage only, within the limits of Section 13 of Chapter XI of the GTC. Central Media Group expressly excludes liability for any indirect, consequential or reliance damages, including, without limitation, lost profits, costs and aggravated damages (compensation for injury to feelings), unless the application of any of the conditions in this provision is expressly excluded by law. The Customer acknowledges that the advertising rates set out in the Media Offer and in the individual contract have been set with due regard to the limitations of liability set out in this Section and in the other Sections of the GTC.

15. The Customer shall be obliged to notify Central Media Group in writing, by letter or e-mail, of any further complaint other than a billing complaint or objection within 14 (fourteen) calendar days after the publication of the Advertisement (performance of the service). Central Media Group shall not accept complaints after the deadline, which the Customer expressly acknowledges.

16. The provisions concerning the exclusion or limitation of liability of Central Media Group shall also apply to the Service Provider's executive officers, employees, agents and executive assistants.

17. Central Media Group excludes its liability for the failure of publication or defective publication of Advertisements that is due to a Force Majeure event, and will not accept any claims in such cases.

18. Force majeure events occurring after the establishment of the contractual relationship between the Customer and the Service Provider under these GTC shall not terminate the existing legal relationships established and shall not provide a legal basis for this, the obligation to perform shall be deemed suspended for the duration of the force majeure event and the parties shall be required to perform their contractual obligations after the force majeure event has ceased (such as in the case of a pandemic). The Customer's obligation to pay for the services already provided shall not be suspended for the duration of the force majeure. The duration of the contracts shall be extended by the duration of the force majeure.

In cases of force majeure, in addition to the mutual obligation to inform each other, parties shall cooperate closely to ensure that the contractual obligations are fulfilled, including possible rescheduling. The possibility of rescheduling shall not be applied as a legal instrument that triggers the rules on cancellation and modification.

19. The legal consequences of force majeure shall also be applied with respect to the online and social space if the performance of the individual order/contract is hindered, prevented and/or impeded in whole or in part by reasons, circumstances or conduct, the occurrence of which the Service Provider could not reasonably foresee, or if it could have foreseen, but was not able to control it in a meaningful way within the possibilities reasonably open to it and/or could not have had any meaningful influence on the control (e.g.: other service provider required for performance), and thus was not able to exercise any meaningful influence to exclude or dampen the hindering and/or influencing circumstances (e.g.: user settings, use of applications and/or technical features (code, etc.) applied and/or intended to be applied by the Customer or its principal).

20. The provisions related to force majeure shall also apply in the event that the Customer and Central Media Group enter into a retroactive written contract at a later date than the order date, and shall apply regardless of whether the party contracting with the Service Provider is a direct advertiser or an agency.

XII. MISCELLANEOUS AND CLOSING PROVISIONS

1. Where the General Terms and Conditions stipulate rules and liability issues for Advertisements, it shall also apply, mutatis mutandis, to any impression, communication, audio and/or audiovisual material which does not constitute advertising or commercial communication under the applicable

law.

2. With respect to the services covered by these GTC, Central Media Group's Privacy Policy shall, unless otherwise specified, be applied, *mutatis mutandis*, in all data protection matters not covered by these GTC. By placing an order and entering into the contract, the Customer is deemed to have read and accepted the data protection documents referred to herein.

3. In connection with the performance of the contract covered by these GTC, during the term of the contract and also after termination of the contract, with respect to the surviving contractual provisions, the Parties shall mutually comply with the applicable Hungarian and European Union data protection rules, including in particular, but not limited to, the provisions of Act CXII of 2011 on Informational Self-determination and Freedom of Information (the Information Act) and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the GDPR).

In the context of the performance of the contract covered by these GTC, the Parties expressly consider the processing of their personal data by the other contracting party as lawful, on the basis of Article 6(1)(b) and (f) of the GDPR, for the purposes and to the extent that such processing is necessary for the performance of the contract by the other party and for enforcing the legitimate interests of the Parties. The contract concluded between the parties also in itself entitles the party concerned to take the necessary actions required to comply with its legal obligations. The legal grounds for the data processing concerned may be different from the above.

4. The Parties shall treat as confidential, and as business secrets, any information that comes to their knowledge during the term of the agreement. The Parties shall be liable for any damage resulting from the transfer of such data to unauthorised persons.

5. In the event of any doubt or dispute regarding the calculation of the amount or basis of the penalty, the calculation of the penalty shall be based on the net price of the Advertisement.

6. Central Media Group reserves the right to reclaim the unduly claimed advantage in the event of unlawful use of a price-setting factor, even if the order in question has already been confirmed but the unlawful use of the advantage has subsequently been discovered. This provision shall also apply if the individual contract provides ensures an advantage subject to the occurrence of a specified condition, but the relevant condition is not fulfilled.

7. The rights granted to Central Media Group in the GTC are non-exclusive and may be used in combination. Failure by the Service Provider to exercise any of its rights under the GTC shall not be construed as a waiver.

8. Parties shall try to settle any possible disputes in an amicable manner, via negotiations. Should the parties fail to settle their disputes in the above manner, they stipulate the jurisdiction of the Court of Central Districts of Buda for any lawsuits falling within the competence of the District Court(s). In the case of actions falling within the jurisdiction of the Regional Courts, the rules of jurisdiction specified in the Code of Civil Procedure in force at the time shall be applied.

9. These General Terms and Conditions shall be in force from 15 March 2024 until revoked or until the entry into force of the amendments. The documents and policies referred to in the GTC (e.g.: Advertising Material Submission Parameters, Privacy Policies and Notices) shall constitute integral parts of the GTC. In matters not covered by the GTC and the individual contracts, the applicable legislation shall prevail. Central Media Group reserves the right to unilaterally amend the GTC and the documents and information notices referred to therein. The Customer expressly acknowledges and accepts the foregoing. The GTC and the contracts and obligations arising under them shall be governed by Hungarian law. If there is a discrepancy between the foreign language version of the

GTC and the Hungarian version, the Hungarian language version shall prevail. Any amendments to the GTC and/or the documents referred to therein shall be published by Central Media Group on the sales.centralmediacsoport.hu website at least 15 days prior to the entry into force of the amendment, with a notice of the amendment. If the scope of the Media is changed compared to the situation at the time of the entry into force of the GTC, Central Media Group will update the GTC in accordance with the changes, which will be announced on the website at www.centralmediacsoport.hu. It shall not be considered an amendment to the GTC if Central Media Group corrects data concerning itself that does not affect the substance of the contract and/or if the amendment to the GTC is a correction arising from changes in legislation that would be applicable or effective even without the amendment to the GTC. Changes to legislation that do not allow for derogation shall apply regardless of the date of amendment to the GTC. The time limit for the communication of a revised GTC as referred to herein, as well as for the communication of an amended or supplemented GTC where the amendment or supplement was required by a change in the law and/or an official act, may be shorter than the 15-day deadline otherwise provided for in the GTC. The Customer expressly acknowledges and accepts the foregoing. Central Media Group shall ensure that the Customer is informed of these GTC by referring to them in the framework agreements or, in the case of Customers without a framework agreement, in the individual contract or in the confirmation of the first order, indicating the exact route to access the GTC. The currently effective and complete text of the GTC is published on the website at sales.centralmediacsoport.hu.

Annex 1

Central Médiacsoport Zrt's own Media portfolio:

(A) Print:

- Best magazin,
- Best special issue,
- Heti TV újság
- Kétheti RTV Műsormagazin
- Marie Claire
- Marie Claire special issues
- Meglepetés
- meglepetes.hu,
- National Geographic
- National Geographic special issues
- Nők Lapja
- Nők Lapja Egészség
- Nők Lapja Egészség Special issue
- Nők Lapja Évszakok
- Nők Lapja Ezotéria
- Nők Lapja Konyha
- Nők Lapja Konyha special issues
- Nők Lapja special issues
- Story
- Story special issues
- Színes RTV
- Vezess Katalógus

(B) Online:

- 24.hu
- 24.hu app
- 9 months app
- gyerekszoba.hu betegséglexikon app
- cafeblog.hu
- életmódváltók app
- www.firstclass.hu
- gardenista.hu
- hazipatika.com
- hirstart.hu
- jatekstart.hu
- kiderul.hu
- kremmania.hu
- lap.hu sites
- ng.hu
- noklapja.hu,
- nlc.hu
- nlc app
- marieclaire.hu
- meglepetes.hu
- nosalty.hu
- nosalty app
- refresher.hu
- story.hu
- startlap.hu
- startlapjatekok.hu
- tv24 app
- vezess.hu
- wellandfit.hu