

MAHIR Cityposter Kft. GENERAL TERMS AND CONDITIONS for the Provision of Advertising Services

1 Scope of application and amendments to the General Terms and Conditions

1.1 These General Terms and Conditions (hereinafter referred to as "**GTC**") contain all contractual terms and conditions under which MAHIR Cityposter Kft. (registered office: 1095 Budapest, Soroksári út 121., company registration number: Company Registry Court of Budapest-Capital Regional Court, cg. 01-09-361365 tax number: 10935099-2-42, hereinafter referred to as "**MAHIR Cityposter Kft.**") provides the advertising services described below to the Client.

1.2 **MAHIR Cityposter Kft.** is authorised to unilaterally amend these GTC at any time, provided that the amendment does not affect orders already confirmed or advertising contracts already concluded.

1.3 In the event of contradictions between these GTC and the individual confirmed order (advertising contract), the provisions of the confirmed order (advertising contract) shall prevail.

2 Definitions

The terms used in these GTC shall have the following meaning:

"**Client**" means the person who utilises the advertising services provided by MAHIR Cityposter Kft. within the scope of these GTC;

"**Advertising client**" means the advertiser in accordance with the Act on Advertising;

"**Advertiser**" is the person in the interest of whom the advertisement is published, or who orders the advertisement;

"**Advertising service**" means any advertising service on advertising space owned by MAHIR Cityposter Kft. and used by the Client on behalf of MAHIR Cityposter Kft.;

"**Advertising rate card**" means the price list of the current net rates (excluding VAT) for advertising services provided by MAHIR Cityposter Kft., which forms an integral part of and appendix to these GTC;

"**Political advertising**" means any advertisement aimed at gaining support for the successful participation of a party or political movement in elections, its candidates or its referendum initiative, influencing the addressees, or promoting its name, activities, objectives, slogans, logos or image;

Civil Code ("Ptk.") means Act V of 2013 on the Hungarian Civil Code;

"**Act on Advertising**" ("Reklámtv.") means Act XLVIII of 2008 on Essential Conditions of and Certain Limitations to Business Advertising Activity;

"**Act on Copyright**" ("Szt.") means Act LXXVI of 1999 on Copyright;

"**Code of Ethics**" means the Hungarian Advertising Code of Ethics adopted by the Ethics Committee of the Hungarian Advertising Association and the Advertising Self-Regulatory Board;

"**Tobacco product**" means any product intended for human consumption in any form and made wholly or partly from tobacco;

"**Healthcare institution**" means an institution as defined in Article 3(g) of Act CLIV of 1997 on Healthcare;

"**Minor**" is a person who has reached the age of fourteen but has not yet reached the age of eighteen;

"**Business advertising**" means 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 tradeable and capable of appropriation, including money, securities, financial instruments and natural resources that can be utilized in the same way as things (hereinafter together referred to as "products") and of services, immovable property and acquired rights, which constitute intangible assets and which do not (directly) relate to immovable property (hereinafter altogether referred to as "goods") or the aim of which is, in connection with the objective mentioned above, to popularize the name, designation or activity of an undertaking, or to make better known goods or designations of goods;

"**Children**" shall mean persons under the age of fourteen.

"**Publication**" means the act of making the advertisement available either to the public or to individual addressees;

"**Code of conduct**" means an agreement or set of rules created in the framework of market selfregulation, which determines behavioural rules in relation to a particular commercial practice or business sector for undertakings that undertake to be bound by the code;

"**Misleading advertising**" means any advertising which, in any way, including its representation, deceives or may deceive the persons to whom it is addressed or whom it may reach and which, by reason of its misleading nature, may affect the economic behaviour of these persons or which, for those reasons, injures or may injure the rights of other undertakings that are engaged in the same or a similar activity as that of the advertiser;

"**Comparative advertising**" means any advertising, which by implication or explicitly identifies other undertakings that are engaged in the same or a similar activity as that of the advertiser or goods manufactured, sold or displayed by such undertakings, the intended use of which is the same as or is similar to that of the goods featuring in the advertising;

"**Addressee of the advertisement**" means any person targeted or reached by the advertisement;

"**Publisher of the advertisement**" is the person which possesses means suitable for the publication of the advertisement, and uses those means to make the advertisement available.

"**Advertising service provider**" is the person who creates or produces, in the framework of their independent economic activity, the advertisement or who provides other services related thereto;

"**Advertising space**" means the posted and internally illuminated advertising columns owned by MAHIR Cityposter Kft. as advertising publisher.

"**Regular display period**": Posters are displayed for 2 working days in Budapest and 3 working days in areas outside Budapest.

"**Extraordinary display period**" means any time outside the regular display period.

"**Advertising contract**" means an individual advertising contract or advertising framework contract signed by both Parties between the Client and MAHIR Cityposter Kft. and an order confirmed by MAHIR Cityposter Kft. and sent by the Client.

3 Quotation, booking and order

3.1 The Client may request a customised written quotation from MAHIR Cityposter Kft. before placing the order. The Parties accept the request for quotation sent by fax and received by MAHIR Cityposter Kft. as a written form. A request for quotation sent by e-mail shall be deemed to be a written request for quotation if the recipient confirms reading it electronically.

3.2 The request for quotation must contain the following information:

- full name, registered office, postal address, tax number, company registration number, representative of the Client
- the Client's telephone and fax number,
- the name and contact details (address and telephone number on working days) of the Client's contact person,
- if the Client is acting on behalf of an advertising agency or another person, the name of the actual Advertising Client,
- if the advertisement is published by more than one person on behalf of the Advertising Client, the Client must also indicate this, regardless of who pays the advertising fee
- the type and duration of advertising,
- the planned date of publication of the advertisement, the number of advertisements or the amount of the advertising fee for using the services for a specific campaign.

By requesting a quotation, the Client agrees to the provisions of these GTC.

3.3 MAHIR Cityposter Kft. can submit a non-binding, indicative offer within a maximum of 5 (five) working days after receipt of the individual request for quotation.

Neither MAHIR Cityposter Kft. nor the Client are bound by the offer. MAHIR Cityposter Kft. will maintain its offer until the booking expires. The fees stated in the offer shall only apply to the full order quantity stated in the offer and the Parties agree that any deviation from the offer shall only become part of the contract if MAHIR Cityposter Kft. accepts the deviation in writing.

3.4 The Client orders the advertising service in accordance with the offer by sending an order with its content corresponding to the offer.

3.5 MAHIR Cityposter Kft. only accepts orders in written form. The Parties accept the order sent by fax and received by MAHIR Cityposter Kft. as a written form. An order sent by e-mail shall be deemed to be a written order if it contains the order signed by the Client as an attachment in scanned form and the recipient confirms its receipt by electronic means.

3.6 The order must contain the following information:

- full name, registered office, postal address and invoice address of the Client,
 - the Client's tax number and account number,
 - the Client's telephone and fax number,
 - the name and contact details (address and telephone number on working days) of the Client's contact person,
 - if the Client is acting on behalf of an advertising agency or another person, the name and tax number of the actual Advertising Client,
 - the duration and the complete text or topic of the advertisement,
 - the list price according to the advertising rate card, the discounts and the advertising fee reduced by the discount.
- whether it is necessary to remove the posters at the end of the campaign.

3.7 MAHIR Cityposter Kft. accepts orders for the publication of private advertisements from private individuals provided that these do not serve to advertise products or services.

3.8 MAHIR Cityposter Kft. is authorised, at its own discretion, to refuse to include advertisements from advertisers other than the Client or, if the Client is acting on behalf of another party, from the advertiser(s) specified in the order. Alternatively, MAHIR Cityposter Kft. may charge a surcharge for including advertisements from this/these advertiser(s), if it establishes that the Client's poster or advertisement also includes advertisements of persons other than the Client who are considered advertisers under these General Terms and Conditions and who have not been announced by the Client prior to the order confirmation (the conclusion of the advertising contract). If the previously unnamed advertiser cannot be removed from the poster for technical reasons, MAHIR Cityposter Kft. is entitled to refuse to publish the entire poster at its own discretion. MAHIR Cityposter Kft. is not liable for any damage resulting from this. The surcharge for each "unnamed" advertiser may be up to 20% of the total net invoice value of the campaign in question. The exact amount, within the maximum value, can be determined at the discretion of MAHIR Cityposter Kft. The Client must pay the agreed surcharge.

4 Confirmation of the order, rejection of the order

4.1 MAHIR Cityposter Kft. shall confirm the order within 3 (three) working days of its receipt if, provided it complies with the provisions of these GTC, or, if applicable, conclude an advertising contract with the Client based on the content of the confirmed order. Upon confirmation, an advertising contract is concluded between the Client and MAHIR Cityposter Kft. for the provision of advertising services, which may be documented in a separate agreement between the Parties. In the advertising contract, MAHIR Cityposter Kft. undertakes to publish the advertisement at the specified location, in the specified manner and at the specified time, provided that the advertisement complies with the provisions of these GTC.

4.2 After the conclusion of the advertising contract, the identity of the Advertising Client and the advertising material may not be changed without the consent of MAHIR Cityposter Kft. and the advertising space may not be transferred to other persons.

4.3 MAHIR Cityposter Kft. is authorised to refuse the order.

4.4 MAHIR Cityposter Kft. may refuse an order in particular if the order does not contain the data specified in point 3.7, if the order indicates that the advertisement to be published violates the legal provisions or these GTC, offends common decency, good taste, advertising ethics or competition rules, if it infringes the legitimate interests of a third party or if MAHIR Cityposter Kft. would be entitled to refuse performance under these GTC for other reasons.

5 Transfer and display of the advertising material

5.1 The Parties agree that the fee for a one-off display (hereinafter referred to as the "display fee") is included in the advertising fee specified in the order and its confirmation or in the advertising contract,

provided that the advertisement is placed during the regular display period.

The Parties may mutually agree on fees different from those stated above if market conditions change.

5.2 The Client is obliged to deliver the advertising material related to the advertising contract to the contact person of MAHIR Cityposter Kft. specified in the advertising contract at least 2 (two) working days before the date of publication, along with the required reserve quantity (at least 15% for paper posters, as recommended by MAHIR Cityposter Kft.) and the necessary adhesive sketch and instructions. The Client is obliged to send the preview image of the poster to MAHIR Cityposter Kft. simultaneously with the order, but no later than 2 working days before the campaign begins. Otherwise MAHIR Cityposter Kft. will not start displaying the poster. MAHIR Cityposter Kft. is authorised, but not obliged, to compare the submitted preview images with the delivered posters and to verify their parameters. MAHIR Cityposter Kft. is not liable for the consequences of late delivery by the Client, and no claims for damages can be made against it. Furthermore, MAHIR Cityposter Kft. does not guarantee the provision of the full advertising period specified in the advertising contract in the event of late delivery by the Client, and late publication of the advertisement does not result in an extension of the advertising period. The Client acknowledges that MAHIR Cityposter Kft. is entitled to charge the Client an additional fee to the monthly display fee (hereinafter referred to as "display surcharges") in the event of a display period deviating from the normal display period, such as a display period (the 1st to 4th and 16th to 19th of each month) or third display period (the 7th and 8th or 22th and 23th of each month) or late delivery of posters, as described below (late delivery shall be deemed to have occurred if the posters do not arrive at MAHIR Cityposter Kft.'s warehouse at least 2 working days before the display date):

- for small posters (A0, DA0), the fee per poster is HUF 1,800, i.e. one thousand eight hundred HUF plus VAT.
- for Citylight, Double Citylight, plinth advertising campaigns, the fee per poster is HUF 3,200, i.e. three thousand two hundred HUF plus VAT.
- for a fully labelled pillar, the fee is HUF 4,600, i.e. four thousand six hundred HUF plus VAT.
- for a full pillar with interior lighting, the fee is HUF 9,000, i.e. nine thousand HUF plus VAT.

The Parties may mutually agree on fees different from those stated above if market conditions change.

5.3 Upon delivery of the posters, the delivery note must contain the data required for precise identification and tracking, otherwise MAHIR Cityposter Kft. may refuse to accept the delivery. The required information is as follows:

- name and contact details of the Client;
- name and contact details of the manufacturer;
- name of the poster for exact identification;
- quantity;
- for similar creatives, the quantity of each designation must be specified;
- type and size of the poster;
- description of the print product (quality certificate);
- preview image
- date, hour, minute of handover of the posters

5.4 MAHIR Cityposter Kft. only undertakes the production of the advertising material to be published within the framework of an individual agreement and for a separate fee.

5.5 MAHIR Cityposter Kft. guarantees the placement of the ready-to-adhere advertising material (depending on the quantity) on the advertising spaces specified in the advertising contract within 2 working days after the start of the campaign in Budapest and 3 working days in areas outside Budapest. MAHIR Cityposter Kft. also guarantees the removal of the advertising material within 6 (six) days (depending on the quantity) after the end of the advertising period, provided that the Client requests the removal in the order. If the Client does not indicate his request to remove the posters, MAHIR Cityposter Kft. will only proceed with the removal after the display surcharge has been paid. MAHIR Cityposter Kft. is obliged to destroy expired advertising material removed from the advertising space. MAHIR Cityposter Kft.

shall not be liable for any unused posters remaining after the fulfilment of the order.

5.6 Only MAHIR Cityposter Kft. or its subcontractors are authorized to affix and remove advertisements. MAHIR Cityposter Kft. shall not be liable for the proper affixing of advertisements if the gluing technique deviates from the industry standard and the Client does not notify MAHIR Cityposter Kft. of the deviation. Under no circumstances may the Client issue orders or instructions for application, removal, relocation, extension of the display period or modification directly to the subcontractors commissioned with the application or removal. In any case, the Client is obliged to provide MAHIR Cityposter Kft. with all orders regarding the application, removal, relocation, extension of the display period, modification in writing.

5.7 In the event of wilful damage, MAHIR Cityposter Kft. is neither financially nor morally liable. The Client undertakes to inform MAHIR Cityposter Kft. immediately by telephone, fax or in writing of any defects found in the advertising material.

5.8 Unless otherwise agreed, MAHIR Cityposter Kft. shall not be liable for any (unused) posters remaining after the fulfilment of the advertising contract.

5.9 At the request of institutions that analyse advertising expenditure for traditional media, MAHIR Cityposter Kft. may inform the Client of the number, size and type of posters displayed solely for the purpose of evaluating advertising expenditure, unless the Client states otherwise when placing the order. In other cases, the written authorisation of the Client is required for the release of information.

6 Relocation and potential removal of advertisements

6.1 MAHIR Cityposter Kft. may relocate the advertising media for officially justified reasons, such as an official decision, regulation, fire damage, water damage, renovation, maintenance, etc., after consultation with the Client.

6.2 If the competent authority or the property owner refuses to publish or maintain the advertisements for any reason, the order shall become invalid. In this case, the Client shall not be entitled to claim any compensation from MAHIR Cityposter Kft., however, with the exception of the confiscation of the posters, any advance payment of the advertising fee shall be refunded to the Client on a pro rata basis.

6.3 If MAHIR Cityposter Kft. is no longer authorised to dispose of an advertising space, it shall be entitled to provide the Client with an alternative advertising space(s) instead of the space(s) that is/are no longer available and to inform the Client thereof without delay.

7 Refusal to fulfil the advertising contract, suspension of the display

7.1 MAHIR Cityposter Kft. is entitled to refuse the fulfilment of the advertising contract in the cases mentioned in this section after receiving the advertising material. MAHIR Cityposter Kft. must justify any refusal to perform.

7.2 MAHIR Cityposter Kft. is entitled to refuse to place the advertisement if it discovers errors in the advertising material provided by the Client and the Client fails to correct them within 2 (two) working days of MAHIR Cityposter Kft.'s request. MAHIR Cityposter Kft. shall not be liable for any delay in the placement resulting from the correction.

7.3 MAHIR Cityposter Kft. is entitled to refuse the placement of the advertisement if the actual content of the advertisement, which becomes known after the conclusion of the advertising contract, significantly impairs the business interests of MAHIR Cityposter Kft. or if the content or technical standard of the advertising material does not meet the generally accepted standards of placement.

7.4 MAHIR Cityposter Kft. is authorised to refuse to execute the advertising contract if the Client is more than 15 (fifteen) days in arrears with its payment obligations towards MAHIR Cityposter Kft.

7.5 MAHIR Cityposter Kft. and the Client shall terminate the advertising contract concluded for the placement of the advertisement in question upon notification of the refusal, in which case the provisions of the Civil Code on the right of cancellation shall apply. In this case, any advance payment of the advertising fee already made will be refunded to the Client within 8 (eight) days without interest.

7.6 If a third party requests MAHIR Cityposter Kft. to terminate or suspend the publication of the advertisement due to a violation of the law or ethical standards, MAHIR Cityposter Kft. will immediately inform the Client and initiate a consultation. In the case of obvious

infringements, MAHIR Cityposter Kft. is authorised to refuse further publication.

8 Amendment and cancellation of the advertising contract

8.1 An order (advertising order) shall be cancelled at the discretion of MAHIR Cityposter Kft. if the Client completely cancels an order (advertising contract) placed by the Client and confirmed by MAHIR Cityposter Kft. The cancellation conditions also apply to changes made by the Client if the Client reduces the number of advertising spaces and/or the duration of the advertising period in an already confirmed order (advertising contract) within 20 (twenty) days before the placement date. In this case, the contractual penalty shall apply to the payment for the cancelled quantity and/or the cancelled advertising period.

8.2 The Client is entitled to cancel the advertising service requested on the basis of the advertising contract in full and without penalty up to the seventh week before the planned date of the first placement. MAHIR Cityposter Kft. only accepts cancellations in writing. This applies from the date of receipt. The Parties acknowledge the time of dispatch of the fax (on working days until 5 p.m., and thereafter from 8 a.m. on the following day) as the time of receipt. Cancellation under this section shall terminate the advertising contract between MAHIR Cityposter Kft. and the Client for the publication of the respective advertisement, in which case the provisions of the Civil Code on the right of cancellation shall apply, and any advance payment of the advertising fee already made shall be refunded to the Client within 8 (eight) days without interest.

8.3 The Client is obliged to pay MAHIR Cityposter Kft. a contractual penalty of 10% of the cancelled advertising fee within six weeks, 30% of the cancelled advertising fee within three weeks and 50% of the cancelled advertising fee within one week before the planned date of the first placement. If the Client cancels the ordered service within 1 (one) day from the date of the first placement, MAHIR Cityposter Kft. shall be entitled to the full amount of the fee for the cancelled advertisement as a contractual penalty. The cancellation fee applies to the entire campaign period ordered.

9 Certain general advertising bans and restrictions

9.1 No religious or ideological views may be disseminated through advertising on the advertising spaces of MAHIR Cityposter Kft.

9.2 No advertisements may be published that violate religious or political beliefs.

9.3 Advertisements must not encourage behaviour that is harmful to health, safety or the environment.

9.4 Advertising for tobacco products, weapons, ammunition, explosives, prescription drugs, or medical procedures is prohibited.

9.5 Pornographic advertisements are prohibited. Pornographic advertising refers to any advertisement that portrays nudity in a grossly indecent manner, particularly depicting a sexual act or genitalia in an explicit manner.

9.6 Advertising sexual services is prohibited. Any information that directly or indirectly encourages the use of sexual services is considered advertising for sexual services.

9.7 It is forbidden to publish advertisements for goods that are intended to arouse sexual stimulation. The publication of advertisements for premium rate telecommunication services intended for sexual stimulation is prohibited.

9.8 It is forbidden to advertise tobacco products.

9.9 The advertising of alcoholic beverages is prohibited if it

- is directed at children or minors,
- portrays a child or a minor,
- encourages excessive consumption of alcoholic beverages or negatively promotes abstinence or refraining from drinking alcohol,
- associates alcohol consumption with better physical performance or fitness to drive,
- gives the impression that the consumption of alcohol contributes to social or sexual success,
- claims or gives the impression that alcohol has medicinal, stimulating or sedative properties,
- claims or gives the impression that alcohol can be a means of resolving personal conflicts, or
- emphasises high alcohol content as a positive quality feature of alcohol.

The advertising of alcoholic beverages is prohibited in public educational and health facilities or within 200 metres of the entrance to these facilities.

9.10 Advertising human organs or tissues for any purpose is prohibited.

9.11 Advertising for abortion, abortion facilities, abortion devices or abortion procedures is prohibited.

9.12 Advertising that encourages children or minors to participate in games of chance is prohibited.

9.13 Advertising must not directly encourage minors to persuade their parents or other adults to purchase or use toys or other goods or services. Advertising must not be misleading with regard to the actual nature and potential of the toy depicted.

9.14 Advertising must not portray minors in a violent situation or promote violence. Advertising must not be based on the trust of minors in their parents, teachers or other individuals or exploit their inexperience and credulity.

9.15 Misleading advertising is prohibited. In determining whether advertising is misleading, particular account must be taken of the information and statements contained in the advertising relating to:

- the characteristic properties of the goods;
- the price of the goods or the way in which the price is set
- and other contractual conditions for the purchase or use of the goods; and
- the perception of the advertiser, including their properties, rights, assets, qualifications, and prices.

9.16 Comparative advertising must not damage the reputation of another company or its trade name, goods, trademark or other designation,

- lead to confusion between the advertiser and another undertaking carrying out the same or similar activities or between their names, trade names, trademarks or other designations,
- lead to the unfair exploitation of the reputation of another company or its trade name, goods, trademark or other designation, and
- violate the prohibition on imitating the goods of another company or their characteristics pursuant to Article 6 of Act LVII of 1996 on the Prohibition of Unfair and Restrictive Market Practices.

9.17 Comparative advertising may only compare goods that serve the same purpose or satisfy the same needs, must objectively compare one or more essential, defining, characteristic and verifiable features of the goods and, if it contains a comparison of the prices of the goods, must present this objectively. In the case of the comparison of goods with a designation of origin, the comparative advertising may only apply to goods with the same designation of origin.

10 Liability of the Client and the Advertising Client

10.1 The Parties agree that the Client shall be considered the advertiser under the Act on Advertising, taking into account that MAHIR Cityposter Kft. does not have a direct legal relationship with any other party who commissions advertising from it.

10.2 The Client guarantees that the content of the advertising materials provided to MAHIR Cityposter Kft. for publication complies with the applicable legal provisions, in particular the Act on Advertising, and does not infringe the rights of MAHIR Cityposter Kft. or any third parties.

10.3 MAHIR Cityposter Kft. is not liable for the factual claims contained in the advertising material. If a claim is made against MAHIR Cityposter Kft. by a third party on the basis of an untrue or misleading statement of fact, the Client shall take all reasonable steps to ensure that the third party asserts the claim against the Client.

10.4 The Client undertakes to reimburse MAHIR Cityposter Kft. within 8 (eight) days of a written request by MAHIR Cityposter Kft. for all penalties, fines and damages imposed by a final decision of a court or other authority against MAHIR Cityposter Kft. as the publisher of the advertisement due to the unlawful content of the advertising material. At the same time, the Client is obliged to compensate MAHIR Cityposter Kft. for all proven damages and all costs incurred by MAHIR Cityposter Kft. in connection with the legal dispute.

10.5 In the event of a fine or other administrative penalty imposed on MAHIR Cityposter Kft., the Client is obliged to pay the amount of the penalty to MAHIR Cityposter Kft. or to provide the amount as a non-refundable deposit, based on the first-instance judgement against MAHIR Cityposter Kft. MAHIR Cityposter Kft. is obliged to settle accounts with the Client after the legally binding conclusion of the

proceedings and is authorised to satisfy any claims for damages and costs against the Client from the amount available to it or from the deposit.

10.6 The Client assumes full responsibility towards MAHIR Cityposter Kft. and third parties for ensuring that the Client is authorised to use the copyrighted works used in the advertising material.

10.7 MAHIR Cityposter Kft. shall make every effort to rectify any malfunction of the advertising media that occurs after the order has been placed and significantly impairs the visibility of the outdoor advertising media. If this is not possible, MAHIR Cityposter Kft. will either offer a new advertising space or provide a proportionate reduction of the fee at its discretion. No further claims can be asserted against MAHIR Cityposter Kft. MAHIR Cityposter Kft. shall only be liable for damages in such a way that the Client may request replacement advertising space but shall not be entitled to compensation. MAHIR Cityposter Kft. is only obliged to provide replacement advertising space if the Client has a sufficient number of replacement posters.

10.8 The Client may inform MAHIR Cityposter Kft. in writing (by e-mail, fax or by post) of any complaints regarding the quality of the placement or maintenance of the posters (damaged or defective posters, placement on advertising spaces other than those ordered), together with a photo of the defect. The Client is obliged to inform MAHIR Cityposter Kft. of any complaints regarding the quality of the placement and maintenance immediately upon discovery, but no later than during the campaign period, in the manner specified above. Otherwise, the Client shall be deemed to have agreed to the execution of the order and may not raise any objections at a later date. If the Client's complaint is found to be justified, MAHIR Cityposter Kft. is obliged to correct the identified error within 2 (two) working days.

10.9 After acceptance of the advertising space list by the Client (after placing the order), MAHIR Cityposter Kft. shall not be liable in any way for the technical quality, characteristics, location and especially the visibility, etc. of the advertising spaces included in the space list thus accepted, and the Client shall not be entitled to any compensation for this reason. The Client may claim damages if MAHIR Cityposter Kft. provides a defective service due to wilful conduct or conduct endangering life, limb or health or due to negligence.

Complaints about the service can only be made during the advertising period in accordance with the provisions of these GTC.

Claims for damages can only be asserted if a performance complaint is reported in good time. Force majeure circumstances (in particular natural disasters, exceptional weather conditions, etc.) shall release MAHIR Cityposter Kft. from any liability; in such cases, the Client may demand proportional compensation (such as a proportional reimbursement of the fee, provision of new advertising space, etc.) at its discretion from the options offered by MAHIR Cityposter Kft.

11 Delivery, notification

11.1 The Client is obliged to send notifications to MAHIR Cityposter Kft. in writing via the contact details below, unless this would lead to an unreasonable delay.

11.2 MAHIR Cityposter Kft. shall send the confirmations, offers, declarations, notifications and documents to the Client to the address specified by the Client in the order submitted to MAHIR Cityposter Kft. In the absence of such an address, MAHIR Cityposter Kft. will send notifications to the registered office or postal address of the Client.

11.3 MAHIR Cityposter Kft. shall only send notifications to the Client by registered mail if expressly requested by the Client.

11.4 MAHIR Cityposter Kft. is authorised to fulfil its notification obligations verbally by telephone, provided that the notifications are subsequently confirmed in writing. In the event of such notification, MAHIR Cityposter Kft. is authorised to record the notification, which is expressly accepted by the Parties. MAHIR Cityposter Kft. and the Client are also authorised to send notifications by fax and e-mail.

11.5 The Parties are obliged to co-operate via their contact persons in the execution of the advertising contract and, in particular, to inform each other of all circumstances relevant to the execution.

12 Terms of payment

12.1 In the absence of an individual offer, the order shall be confirmed according to the advertising rate card valid at the time of the conclusion of the advertising contract or, if the Client accepts the individual offer, at the price according to the individual offer, with the proviso that MAHIR Cityposter Kft. is entitled to grant individual discounts from the rates.

12.2 Unless otherwise agreed, MAHIR Cityposter Kft. shall issue an invoice for the advertising fee via bank transfer with a payment period of 30 (thirty) days after conclusion of the advertising contract.

12.3 MAHIR Cityposter Kft. is authorised to demand advance payment in the advertising contract. MAHIR Cityposter Kft. sends the Client a letter requesting advance payment. The Client shall transfer the advance payment to MAHIR Cityposter Kft. by the start of the campaign at the latest. MAHIR Cityposter Kft. shall send the Client an advance invoice for the advance payment received and a final invoice, including the settlement of the advance payment, after the execution.

12.4 In the event of a delay in payment, MAHIR Cityposter Kft. shall be entitled to charge interest on arrears for each day of delay in accordance with the Civil Code. If the invoice is not paid within the contractual payment period, MAHIR Cityposter Kft. is authorised to stop the campaign immediately.

13 Proof of performance

13.1 MAHIR Cityposter Kft. may in any case use a subcontractor for the fulfilment of the contract without the Client's further consent, which shall be recorded as an agency service.

13.2 MAHIR Cityposter Kft. will take photographs of the advertisements placed (RTO, BTO, CLP, DCLP, and DA0) to provide proof of performance in the event of a dispute. MAHIR Cityposter Kft. is obliged to provide a photograph of the advertisement upon request, the authenticity of which shall not be disputed by the Parties. In all other cases (B1, A0 and band posters), the signed and stamped address list from MAHIR Cityposter Kft. shall serve as proof of performance.

13.3 If the Client has doubts about the contractual performance of MAHIR Cityposter Kft., the Client shall be entitled to object to the contractual performance in writing immediately upon becoming aware of it, but at the latest on the last day of the campaign, as a peremptory term. The objection notified shall be jointly examined by the Parties and recorded in the minutes within 2 (two) working days. Otherwise, the Client shall be deemed to have agreed to the execution of the order and may not raise any objections at a later date.

13.4 If the Client does not object to MAHIR Cityposter Kft.'s performance based on the above-mentioned statement within the above-mentioned peremptory period, the performance shall be deemed accepted and the Client may not assert any further warranty claims against MAHIR Cityposter Kft. in connection with the placement.

13.5 The Client acknowledges that the liability of MAHIR Cityposter Kft. for breaches of contract is limited to the amount of the advertising fee paid, with the exception of liability for breaches of contract caused intentionally, by gross negligence or by a criminal offence or causing damage to life, limb or health.

14 Ordinary and extraordinary cancellation

14.1 The advertising contract cannot be cancelled by ordinary termination.

14.2 The advertising contract ends with the expiry of the contract period or with fulfilment.

14.3 Both the Client and MAHIR Cityposter Kft. shall be entitled to terminate the advertising contract between them in writing with immediate effect, in addition to any other legal consequences of a breach of contract, if the other party fails to fulfil its obligations despite repeated written warnings. Cancellation terminates the contract with effect for the future.

14.4 A delay in payment by the Client of more than 30 (thirty) days shall be deemed an extraordinary cancellation. In such a case, MAHIR Cityposter Kft. is also entitled to reimbursement of the costs for the remaining advertising period.

16 Force majeure

16.1 Events of force majeure (including but not limited to natural disasters, exceptional weather conditions, strikes, etc.) release MAHIR

Cityposter Kft. from any liability and from any claim for damages by the Client.

In any case, the Client is obliged to inform MAHIR Cityposter Kft. in writing of any claim for damages. The validity of the claim for damages shall commence on the date it is received by MAHIR Cityposter Kft.

17 Confidentiality

17.1 The Parties agree to treat all non-public data and information that they receive in connection with the other party's activities as part of the fulfilment of the advertising contract as business secrets and confidential and they mutually acknowledge that such data and information may only be disclosed to third parties with the prior written consent of the other party. The obligation to maintain confidentiality does not apply to their management, members of the Supervisory Board, shareholders/members, as well as their financial administrators, accountants, auditors, external consultants, financing credit institutions and persons involved in the implementation, accounting and auditing of the advertising contract. The obligation of confidentiality does not apply to use in legal proceedings related to civil law claims arising from the contractual relationship and in other official proceedings (in this case on the basis of an official order).

17.2 The above confidentiality obligation shall remain in effect during the term of the advertising relationship and for five years after its termination.

17.3 The Parties agree that a party that causes damage to the other party by breaching the confidentiality obligation must compensate the other party for such damage.

18 Legal disputes

18.1 The contracting Parties shall endeavour to settle any disputes arising from the contract between them amicably and out of court and shall seek arbitration to this end.

18.2 If the mediation does not lead to a result or if either party refuses the mediation and the dispute is brought to court, the Parties agree to submit to the exclusive jurisdiction of the Central District Court of Buda for all disputes arising from the advertising contract.

Budapest, 1 January 2024

MAHIR Cityposter Kft.