

## JCDecaux Hungary Zrt. GENERAL TERMS AND CONDITIONS (Valid from 1 October 2017)

### Out of Home Media

Algeria  
Argentina  
Australia  
Austria  
Azerbaijan  
Belgium  
Brazil  
Bulgaria  
Cameroon  
Canada  
Chile  
China  
Croatia  
Czech Republic  
Denmark  
Estonia  
Finland  
France  
Germany  
**Hungary**  
Iceland  
India  
Ireland  
Israel  
Italy  
Japan  
Kazakhstan  
Korea  
Latvia  
Lithuania  
Luxembourg  
Malaysia  
Norway  
Oman  
Poland  
Portugal  
Qatar  
Russia  
Saudi Arabia  
Singapore  
Slovakia  
Slovenia  
South Africa  
Spain  
Sweden  
Switzerland  
Thailand  
The Netherlands  
Turkey  
Ukraine  
United Arab Emirates  
United Kingdom  
United States  
Uruguay  
Uzbekistan

### PREAMBLE

These General Terms and Conditions – hereinafter referred to as “General Terms and Conditions” or “GTC” – lay down the framework of the business activities of JCDecaux Hungary Zrt, and they constitute the basis and part of an agreement between JCDecaux Hungary Zrt and a natural or legal entity (*acting as MASM, Advertising Intermediary or Advertiser pursuant to GTC*) assigning JCDecaux Hungary Zrt to perform advertising activities. For the purposes of this GTC, “**Customer**” shall mean a natural or legal entity acting as MASM, Advertising Intermediary or Advertiser pursuant to GTC, unless it is clearly set out that the relevant provision of the GTC shall be applied to an organization/person acting in a specific capacity.

The “General Terms and Conditions” shall be applied to advertising objects of all types – such as billboards, city light, individual advertising spaces, etc. – provided by JCDecaux Hungary Zrt. to the Customer. By the assignment the Customer shall acknowledge and accept that – unless partly or entirely otherwise provided by the Contract/Contract Amendment between the Parties – the provisions of these General Terms and Conditions shall constitute part of the Contract/Contract Amendment to be concluded between JCDecaux Hungary Zrt. and the Customer. The Parties state that in the event of any difference or inconsistency between these General Terms and Conditions and the provisions of the Contract/Contract Amendment between the Parties, then the provisions of the Contract/Contract Amendment between the Parties shall apply.

The Customer's general terms and conditions shall not constitute part of the contract/contract amendment between the Parties.

### 1. Definitions:

#### Reservation:

Preliminary provision of the Standard Advertising Spaces to the Customer, according to which JCDecaux Hungary Zrt.

shall undertake not to let the given Standard Advertising Space to any third party during the period indicated by JCDecaux Hungary Zrt., and to reserve the same for the Customer. The Customer may place its order for the relevant Standard Advertising Space during the reservation period. If the Customer does not send a proper order to JCDecaux Hungary Zrt. over the duration of the Reservation, JCDecaux Hungary Zrt. shall be entitled to let the Standard Advertising Space concerned to a third party. For this reason, the Customer may not lay any kind of claim against JCDecaux Hungary Zrt.

#### Assignment/Order:

Legal statement by which the Customer shall undertake to use the Standard and Non-Standard Advertising Space and other related services and pay the price thereof to JCDecaux Hungary Zrt. if a contract is concluded between the parties through confirmation by JCDecaux Hungary Zrt.

#### Standard Advertising Spaces:

For the purposes of these General Terms and Conditions, billboards, city light, the platform (B1, KO) and magnum spaces shall be deemed as Standard Advertising Space.

#### Non-Standard Advertising Spaces:

Custom-size advertising spaces different in size from Standard Advertising Spaces, including but not limited to, back light, front light, vehicle interior, the specific platform space, the firewall, the roof panel and the stretched canvas spaces.

**Innovative Advertising Facilities:**

The use of Standard and Non-Standard Advertising Spaces other than for traditional use. It is a prerequisite of the placement of Innovative Advertising Facilities that Standard and/or Non-Standard Advertising Spaces are available to the Customer and such placement should also meet the other conditions contained in these General Terms and Conditions.

**Standard Postering Period:**

In case of billboard, platform and vehicle advertisement, the standard postering period shall mean the period between 00:00 a.m. of the first calendar day of the current month and 12:00 p.m. of the 3rd day of the current month and, in case of mid-month campaigns, it shall mean the period between 0:00 a.m. of the 16th calendar day of the current month and 12:00 p.m. of the 17th calendar day of the current month. (In February, in case of a mid-month campaign, the standard postering period shall mean the period ranging from 0:00 a.m. of the 15th calendar day of the current month to 24:00 p.m. of the 16th calendar day of the current month.)

In case of citylights, the standard postering period shall mean the period between 00:00 a.m. of the first calendar day of the current month and 12:00 p.m. of the 2nd day of the current month and, in case of a mid-month campaign, it shall mean the period between 0:00 a.m. of the 16th calendar day of the current month and 12:00 p.m. of the 17th calendar day of the current month. (In February, in case of a mid-month campaign, the standard postering period shall mean the period ranging from 0:00 a.m. of the 15th calendar day of the current month to 24:00 p.m. of the 16th calendar day of the current month.)

Within the Standard Postering period, the schedule and order of placements shall be defined by JCDecaux. During the Standard Postering period, specific requests regarding the placement of posters may be satisfied for an extra fee.

**Special Postering Period:**

Any time other than the Standard Postering Period shall be deemed as Special Postering Period.

**Board List:**

A list related to the Customer's campaign - usually sent as part of the offer - which lists the type, the identification number and the exact address of the Standard and Non-Standard Advertising Spaces used by the Customer for a particular campaign.

**Advertising Period:**

A period specified in the Customer's order confirmed by JCDecaux Hungary Zrt which may be either a monthly or a half-monthly advertising period.

**Advertising for Half-Month Period:**

Advertising for a half-month period shall mean a period ranging from the first calendar day of the current month to the 15th calendar day of the current month or ranging from the 16th calendar day of the current month to the last day of the current month. In February, the advertising for half-month period shall mean a period ranging from the first calendar day of the current month to the 14th calendar day of the current month or a period ranging from the 15th calendar day of the current month to the last calendar day of the current month.

**Advertising for Full Month Period**

Advertising for full month period shall mean a period ranging from the first calendar day of the current month to the last calendar day of the current month.

**Sorting:**

The Customer's activity, in the course of which the Customer selects from the Standard Advertising Spaces offered by JCDecaux Hungary Zrt. the ones that it can order in the future as specified in these General Terms and Conditions. JCDecaux Hungary Zrt. shall be entitled, but not obliged to offer to the Customer more Standard Advertising Spaces than required by the Customer in its Request for Proposal.

**Technical Specifications:**

The totality of the technical parameters set out in Annex No. 2.

**Act on the Protection of Municipal Landscapes:**

Act LXXIV of 2016 on the Protection of Municipal Landscapes

**Government Decree implementing the provisions of the Act on Protection of Municipal Landscapes:**

Government Decree implementing the provisions on the publication of advertisements pursuant to the Act on the protection of municipal landscapes 104/2017 (28.04)

**List price:**

List price pursuant to the Act on the Protection of Municipal Landscapes and the Government Decree implementing the provisions on the publication of advertisements pursuant to the Act on the protection of municipal landscapes.

**Advertising Act:**

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

**Advertisement Intermediary:**

the person or organisation specified in Section 3 i) of the Advertising Act

**MASM or Media Advertising Space Marketer:**

the person or organisation specified in Section 3 s) of the Advertising Act.

The definitions of poster and advertisement are not intentionally separated in the GTC, therefore these General Terms and Conditions shall be applied to advertisements too when posters are mentioned and, vice versa, these general terms and conditions shall be applied to posters too when advertisements are mentioned.

**2. REQUEST FOR PROPOSAL, OFFER, RESERVATION AND ORDER****2.1.**

At the Customer's Request for Proposal, JCDecaux Hungary Zrt. shall give a written offer (by registered mail or e-mail) within two working days from the receipt of the Proposal if the Customer provides JCDecaux Hungary Zrt with all data, documents and other information including information, documents and declarations required by JCDecaux Hungary Zrt pursuant to the Act on Municipal Landscapes and the Government Decree implementing the provisions of the Act on Protection of Municipal Landscapes for the reservation or the order.

**In its Request for Proposal, the Customer shall indicate for whom the advertisement will be published (who shall be deemed as advertiser, hereinafter referred to as 'advertiser'). Where the advertisement is published on behalf of more persons – advertisers – regardless of who bears the advertising fees – the Customer shall also indicate this.** For the purposes of these General

Terms and Conditions, the followings shall also be deemed as advertiser, therefore the Customer shall indicate it in the request for proposal:

- the person/organization whose logo, trade name, trademark, any form of product or service display – for example, the text or picture on the product or the service - occupies at least up to 10% of the total advertising space and
- the person/organization qualified as an advertiser pursuant to Section 8/D (1) of the Government Decree implementing the provisions of the Act on Protection of Municipal Landscapes.

The Customer is obliged to clearly indicate if Section 8/D (1) of the Government Decree implementing the provisions of the Act on Protection of Municipal Landscapes shall be applied to the advertiser announced by the Customer. If such Advertiser is exempt from the provisions according to Section 11/G (5) of the Act on Municipal Landscapes relating to the service defined in the request for proposal, the Customer is obliged to prepare or, at the Customer's discretion, have the Advertiser prepare a private document providing full evidence about the exemption and attach to the request for proposal (in both cases scanned copies of these shall be attached to the request for proposal sent by e-mail) to be submitted to JCDecaux Hungary Zrt.

**The identity of the advertiser may be changed only with the express permission of JCDecaux Hungary Zrt. after making an offer.**

The Parties agree that JCDecaux Hungary Zrt. may refuse to issue the offer if

- any advertiser indicated has overdue and unpaid debts of more than gross HUF 500,000 to JCDecaux Hungary Zrt.
- the management of the campaign would impair the business reputation of JCDecaux Hungary Zrt. in any form - the issue of an offer is not possible for JCDecaux Hungary Zrt. due to business policy objectives uniformly applied to all advertisers
- JCDecaux Hungary Zrt considers that the establishment/maintenance of the business relationship with the Customer is not possible due to previous conduct/default of the Customer
- in other specific cases which were defined in the GTC.

JCDecaux Hungary Zrt. shall maintain its offer concerning Standard Advertising Spaces until the date indicated in the offer or, where no such date has been indicated until the date defined in section 2.2. Thereafter, validity is expressly excluded.

In the case of offers made for Standard Advertising Spaces, the offer shall also give rise to Reservation unless stated otherwise. The period of the Reservation and also of the offer validity shall be the time included in the Offer. In the absence of this, the period laid down in Section 2.2 of these General Terms and Conditions. JCDecaux Hungary Zrt. agrees not to sell the Standard Advertising Spaces indicated in the Offer to a third party during the period of the Reservation.

In the case of offers made for Non-Standard Advertising Spaces, the Offer shall not give rise to Reservation, JCDecaux Hungary Zrt. shall not be bound by the offer in respect of the provision of the concrete Non-Standard Advertising Spaces.

The Parties state that in the event of an order different from the offer, the difference shall only become part of the contract if JCDecaux Hungary Zrt. expressly agrees to the difference in writing. If the acceptance of the difference is not explicitly included in the confirmation, the difference shall not become part of the contract, even if there is a written confirmation.

Information requested by the Customer or JCDecaux Hungary's reply thereto shall not constitute an offer, so JCDecaux Hungary Zrt. shall not be bound by any offer in relation thereto.

If the Customer is a new client, it shall give to JCDecaux Hungary Zrt. all the identifying information (name/business name, address/seat, tax number and company registration number, and any other information requested by JCDecaux Hungary Zrt.) for the agreement. If a contractual relationship existed

between the Parties earlier, then the Customer shall provide the data that has changed since the last contractual relationship between the Parties.

If the Customer acts on behalf of another person – including the situation when the Customer acting as an Advertisement Intermediary and the Advertiser agree in the contract of advertisement services that Advertisement Intermediary's right of representation covers the conclusion, modification and acceptance of performance of the contract for publishing the advertisement –, it shall always identify the person represented thereby with the data applying to new customers as described above. In this case, the Customer shall make its power of attorney for representation or other documents and data suitable for proof of it available to JCDecaux Hungary Zrt. simultaneously with the Order/Reservation/Agreement. The Power of Attorney shall include any legal statement that the Customer/advertiser shall make in relation to the relationship governed by these GTC. Failing that, JCDecaux Hungary Zrt. cannot accept the Assignment/ Order/Reservation.

If the Customer acting as a MASM or an Advertising Intermediary, it is obliged to provide the following data concerning the Advertiser in the request for proposal and in the order: Name/company name, tax number.

In addition to the above, the declaration as per Appendix 3 of these GTC shall be sent to JCDecaux Hungary Zrt in a form of scanned private document providing full evidence if the Customer acting as an advertiser is a new Customer. (To the mail address indicated on the webpage [www.jcdecaux.hu](http://www.jcdecaux.hu).) If the new Customer fails to comply with this obligation, it shall provide the missing declaration not later than the date of the first request for proposal, otherwise, JCDecaux Hungary Zrt is entitled to refuse to make its offer.

Customer acting as a MASM/Advertising Intermediary shall send the declaration as per Appendix 3 of these GTC in a form of scanned private document providing full evidence to JCDecaux Hungary Zrt which may not be sent later than the request for proposal. In the absence thereof, JCDecaux Hungary Zrt is entitled to refuse to make its offer. (To the mail address indicated on the webpage [www.jcdecaux.hu](http://www.jcdecaux.hu).)

After JCDecaux Hungary Zrt. has made its offer, the Customer may place an order by registered mail or e-mail. In the case of orders placed by registered letter or e-mail, **a contract between the Parties shall be created only by the express written confirmation of the order received from JCDecaux Hungary Zrt.**

In the absence of confirmation, no contract shall be created between the Parties unless the Parties decide otherwise in the future - whether by conduct and the placement of advertising material by JCDecaux Hungary Zrt. The Customer shall acknowledge that, for the sake of the smooth conduct of the business, JCDecaux Hungary Zrt. shall also take over posters even if the Customer's order has not yet been accepted, so acceptance in itself shall not mean the conclusion of a contract between the Parties, the acceptance of an order. (In case of e-mail, the read receipt shall not provide ground for a valid reservation/order).

JCDecaux Hungary Zrt. shall send a written confirmation for the order within 2 working days from the receipt of that order (by registered mail or e-mail). If the confirmation is received beyond the above deadline, but the Customer does not indicate within 2 (two) working days that it does not want the completion of the contract, then the contract shall be created between the Parties despite the deadline being exceeded.

Only a signed request for proposal/assignment/order/reservation sent by registered letter or as a pdf attachment by e-mail shall be valid.

The Assignment/Order can only be amended by the written consent of JCDecaux Hungary Zrt. until the receipt of the confirmation except in the case when the confirmation has not been sent within 2 (two) working days. In this case, the assignment/order can be changed within 2 (two) working days from the receipt of the delayed confirmation.

Any change to assignments/orders - within the frames provided in this section - can only be made in writing.

By sending the Order, the Customer shall abide by the provisions of these "General Terms and Conditions" (including the financial provisions), subject to the condition that the Customer has been informed about the contents thereof prior to the conclusion of the contract and has expressly accepted those.

Any amendment to the order/assignment by the Customer prior to the express confirmation by JCDecaux Hungary Zrt. shall constitute a new request for proposal. In such case the deadlines shall recommence.

## 2.2

Unless otherwise agreed by the Parties or JCDecaux Hungary Zrt specifies another period in its offer, the maintenance periods for certain Reservations and the period of offer validity shall be as follows:

**Period between the issue of the offer and the first day of the advertising period.**

- The maintenance periods of individual Reservations shall be as follows: in the case of over 8 weeks, 12 working days
- in the case of less than 8 weeks, 10 working days
- in the case of less than 6 weeks, 8 working days
- in the case of less than 4 weeks, 5 working days
- in the case of less than 3 weeks, 3 working days
- in the case of less than 10 working days, 2 working days
- in the case of less than 5 working days, 4 hours
- in the case of less than 3 working days, 2 hours.

In the event that the offer of JCDecaux Hungary Ltd. offers more Standard Advertising Spaces to the Customer than the Customer demanded in its Request for Proposal, the Customer shall be free to choose from these Standard Advertising Spaces ('Sorting'). The Customer may exercise its Sorting right in the first half of the Reservation periods specified in calendar days under this Section or the offer, so that it shall send a list of Sorted Standard Advertising Spaces to JCDecaux Hungary Zrt. The number of Sorted Standard Advertising Spaces may correspond to the maximum number of Standard Advertising Spaces initially requested, from which the Customer may differ based on the prior consent of JCDecaux Hungary Zrt. Sorting shall not constitute an order, and shall not bind the Customer to order the Reserved Standard Advertising Spaces, it shall only mean the reduction of the number of offered and thus Reserved Standard Advertising Spaces. If by that date the Customer does not make a statement concerning Sorting, JCDecaux Hungary Zrt. shall be entitled to carry out the Sorting. JCDecaux Hungary Zrt. shall not maintain the Reservation for Standard Advertising Spaces not included in the Sorting. In the event of Reservation periods set out in hours, no separate statement is required concerning Sorting, the Customer may make it in its order as well. Reservation shall continue to exist in respect of Sorted Standard Advertising Spaces until the end of the Reservation period specified hereunder, or if the Reservation deadline included in the Offer is different therefrom - until the end of the original Reservation period specified in the Offer. The statement on Sorting shall not extend the Reservation times. Otherwise, the provisions relating to the formality of Orders shall be applied to the formality of the statement on Sorting as appropriate. The statement on Sorting shall be confirmed by JCDecaux Hungary Zrt. separately.

The deadline for ordering Campaigns - i.e. the deadline for submitting orders - shall be due within the Reservation periods included in the above table or in case of specifying another period in the offer made by JCDecaux Hungary Zrt the deadline shall be due within that period. If the written order is not received within the maintenance deadline for Reservations, JCDecaux Hungary Zrt. shall be free to sell the reserved spaces.

JCDecaux Hungary Zrt. shall provide an offer to the Request for Proposal no later than within 2 (two) working days.

### 3. MANAGEMENT OF CAMPAIGNS

#### 3.1.

JCDecaux Hungary Zrt. shall undertake to perform the placement of advertisements on Standard and Non-Standard Advertising Spaces in accordance with the Technical Specifications, to the best of its knowledge, and by the deadline. The Customer shall receive from JCDecaux Hungary Zrt. all Board List data (pertaining to their advertising campaign) required for the management of the campaign and considered standard in the advertising business. The Board List shall minimally include the following data: code, county, city, address, directions, degree of illumination, category, list price, offer price. The Customer shall be entitled to visually inspect the Standard Advertising Spaces and Non-Standard Advertising Spaces on the basis of the Board List included in the offer. If the Board List constitutes part of the offer, by its offer, the Customer shall accept the contents of the Board List as well. After the acceptance of the Board List by the Customer (placement of an order), JCDecaux Hungary Zrt. shall not be held liable in any way regarding the technical quality, endowments, location, visibility, etc. of the Standard Advertising Spaces and Non-Standard Advertising Spaces included in the Board List thus accepted, and the Customer shall not be entitled to enforce any claims in reference thereto. For the purposes of this Section, technical quality shall mean the features - such as the aesthetic properties of the support structure or the Advertising Facilities, etc. - that do not affect the visibility of the advertisement. The Customer can claim compensation for deficient performance by JCDecaux Hungary Zrt. due to its intentional conduct/omission, or that resulting from its conduct/omission damaging to human life, physical integrity or health. Any objections to performance can only be made during the advertising period, in accordance with these GTC.

Claims for damages shall only be valid if objections to performance are made within the time limit. Force Majeure conditions (including particularly natural disasters, extreme weather impacts, etc.) shall exempt JCDecaux Hungary Zrt. from any liability, but in this case, the Customer can claim proportional compensation chosen from the opportunities offered by JCDecaux Hungary Zrt. (pro-rata fee refunds, provision of new Standard and NonStandard Advertising Spaces, etc.).

Unless the relevant legislation expressly and mandatorily provides otherwise, JCDecaux Hungary Zrt. shall fully exclude the enforcement of consequential damages or indirect damages against it.

#### 3.2.

The posters required for the advertisement (including spare posters), and the creative materials and layout required for production shall be provided to JCDecaux Hungary Zrt. by the Customer. The detailed technical requirements of Posters and in the case of production of posters undertaken by JCDecaux Hungary Zrt., of the layout to be submitted shall be contained in the Technical Specifications set out in Annex No. 2 and these General Terms and Conditions. JCDecaux Hungary Zrt. shall undertake no responsibility for any not perfect poster placements arising due to a potential lack of posters, or the inadequate quality of posters delivered (including but not limited to, paper, paint, colour, size, text, cutting error), or due to the materials, facilities, documents, and information provided by the Customer. JCDecaux Hungary Zrt. shall be entitled, but not obliged, to compare the submitted layouts, creative materials and delivered posters, and examine their parameters. This paragraph shall apply to all posters to be placed on Standard or Non-Standard Advertising Spaces.

#### 3.3.

JCDecaux Hungary Zrt. shall place the posters within the Standard Postering Period of the campaign period included in the contract/ order, except for Innovative Advertising Facilities, where appropriate deadlines are included in the special offer / contract. If there are no appropriate conditions for placement, including but not limited to, due to weather hindering placement, JCDecaux Hungary Zrt. shall complete the placement at the earliest possible opportunity. If the campaign is not ordered and the contract is not signed at least 6 working days before the starting date of the campaign or the complete and proper

delivery of the printed materials is not carried out at least 10 working days before the starting date of the campaign and/or the poster(s) of the campaign is/are not received in the warehouse until the deadline given in Section 3.4, JCDecaux Hungary Zrt. shall be unable to perform the placement within the aforementioned time limit and it shall be entitled to charge specific technical costs (see Section 3.4). In this case, the delay of performance by JCDecaux Hungary Zrt. cannot be established. The posting of the posters shall only be performed by the employees and/or subcontractors or agents of JCDecaux Hungary Zrt. Upon request of the Customer, JCDecaux in Hungary Zrt. shall provide the photos proving the placement of posters within 5 working days of the Standard Posting Period if specifically requested to do so. JCDecaux Hungary Zrt. shall fix the posters placed during the campaign period, free of charge, or, if necessary, replace the defective poster, if the client provides a poster for error correction and indicates the fact of failure within the time limit. In the case of campaign periods exceeding one month, new posters are required to be placed on a monthly basis, for which the Customer shall provide the poster. The Customer shall not pay additional costs for the placement of new posters on a monthly basis (if the Customer delivers the poster(s) within the time limit specified in Section 3.4) or for the placement of corrective posters required for reasons attributable to JCDecaux Hungary Zrt.

#### 3.4.

Posters and additional posters with a number laid out in the contract/order (at least 20% of the posters to be placed, as recommended by JCDecaux Hungary Zrt., with customs duty paid, if necessary, with more quantity on pallets) shall be delivered to the warehouse of JCDecaux Hungary Zrt. (H-1097 Budapest, Gubacsi út 24., building D, unit D7) by 5:00 p.m. on the 5<sup>th</sup> working day before the start of the campaign – together with the other documents specified in this Section – if the Parties' agreement – offer – does not provide otherwise. The Customer shall deliver the posters during the normal opening hours of the warehouse of JCDecaux Hungary Zrt. The Customer shall be liable and responsible for the delivery - and possible return of - posters, unless JCDecaux Hungary Zrt. undertakes the manufacture and supply - under a separate agreement. JCDecaux Hungary Ltd. shall not assume any kind of liability for the consequences of late delivery, but it shall be entitled to invoice the cost for placement and, moreover, the additional technical costs subject to and in accordance with this Section. In case of late delivery of posters, the assignment shall be executed - the posters shall be placed - within 5 (five) working days as from the receipt of the posters subject to and in accordance with Section 3.3. Late placement of posters shall not entail an extension of the expiry date of the contract/order - keeping the posters on the advertising space.

JCDecaux Hungary Zrt. recommends the delivery of additional posters in an amount equal to at least 20% of the amount of posters for a particular campaign, but the exact amount of additional posters for a particular campaign shall be decided by the Customer. JCDecaux Hungary Zrt. shall undertake no liability whatsoever for any delays, additional costs, or errors caused to the Customer's campaign due to due to the inadequacy of the amount of additional posters.

Upon delivery of the posters, the delivery note shall contain the data necessary for accurate identification and tracking, otherwise JCDecaux Hungary Zrt. shall refuse acceptance. For that the following data shall be required:

- Customer's name and contact details;
- Manufacturer's name and contact details;
- Description of the poster delivered, by which it can be exactly identified;
- Number of posters;
- In the case of similar creative materials, indication of the number of units to be received per description;
- Campaign number;
- Type and size of poster;
- Description of printed product (quality certificate);
- Layout
- Date, hour, minutes of the handover of posters



In the event of poster placements falling outside of the Standard Postering Period - where the placement of the posters should fall outside of the Standard Postering Period in accordance with the Parties' agreement - JCDecaux Hungary Zrt shall be entitled to claim an additional technical charge in an amount of HUF 2,000 + VAT per poster from the Customer, unless the poster is delivered in due time at the warehouse of JCDecaux Hungary Zrt compared to the Standard Postering Period preceding the scheduled date of postering and the campaign has also been ordered in due time (i.e. six working days before the start of the campaign).

Should a new poster be placed within a given campaign - due to creative replacement, or placement of an old creative anew - the total placement fee shall be payable, along with any other additional fees as per these GTC depending on the delivery of the poster and the postering period requested. JCDecaux Hungary Zrt. shall provide special information on the placement fee, should such requirement arise.

The Parties state that the delivery/acceptance of the posters shall in itself not constitute the establishment of a contract, or the acceptance of the order.

### 3.5.

The costs of extra services (in particular, but not limited to: pasting of strips, postering of posters outside the usual postering scope, return of unused posters, etc.) shall be borne by the Customer. JCDecaux Hungary Zrt. shall not be responsible regarding any posters remaining (not used) after the completion of the assignment in the absence of a special written agreement pertaining thereto.

### 3.6.

JCDecaux Hungary Zrt. shall perform the covering of the posters of the campaign ordered by the Customer following the end of the campaign period, if so requested by the Customer from JCDecaux in writing upon the ordering of the indicated poster campaign. The requested covering shall be performed within 3 working days calculated as of the end of the first Standard Postering Period following the last day of the campaign. If the Customer does not indicate a request for the covering of the posters, then later JCDecaux Hungary Zrt. shall only perform that subject to the payment of the additional costs of postering.

### 3.7.

For the purpose of the accurate implementation of the assignment, there is need for a placement (postering) draft, and for that the Customer shall submit the layout of the poster to JCDecaux Hungary Zrt. by 5:00 p.m. of the 5th (fifth) working day prior to the start of the campaign, by e-mail or via FTP server. In the absence thereof, JCDecaux Hungary Zrt. shall not be able to perform its task, and shall not perform the placement of the campaign/poster. If the posters do not comply with the standard, and/or if they are different from those specified in the order, then additional costs of adhesive and paper shall be calculated with, and JCDecaux Hungary Zrt. shall be entitled to invoice those to the Customer. (Standard quality: wood-free poster paper of a minimum weight of 110 g/m<sup>2</sup> in the case of billboards, and of a weight of 130 gr/m<sup>2</sup> in the case of city light.) The description pertaining to the production parameters and rules of the posters (Technical Specifications) is accessible at the [www.jcdecaux.hu/dokumentumok](http://www.jcdecaux.hu/dokumentumok) website.

### 3.8.

Upon the request by institutions dealing with the analysis of advertising costs spent on classic media, JCDecaux Hungary Zrt. shall be entitled to provide information on the number of units, size and type of posters placed for the Customer, the name and seat of the Customer, for the sole purpose of a survey

aimed at advertising expenditures, except if a contrary statement thereto is made in writing by the Customer upon ordering. This shall not be interpreted as a violation of business secrets between the Parties, and JCDecaux Hungary Zrt. shall not be subject to any claims whatsoever due to that reason. In any other cases the written consent of the Customer shall be required for the issue of information.

### 3.9.

#### Regulations pertaining to external advertisers

At its own discretion, JCDecaux Hungary Zrt. shall be entitled to reject the appearance of other advertiser(s) displayed on the poster exempt of the Customer or advertiser(s) (e.g. the Customer acts on the behalf of another person) announced in accordance with section 2.1, or to charge an additional fee for the appearance, if JCDecaux Hungary Zrt. notices that, exempt of the advertisement(s) of the Customer or the persons announced in accordance with section 2.1, there are advertisement(s) of person(s) deemed as advertiser according to these General Terms and Conditions which was/were not announced prior to the confirmation of the order.

If an external advertiser cannot be deleted from the poster due to technical reasons, JCDecaux Hungary Zrt. shall be entitled, at its own decision, to reject appearance of the entire poster. JCDecaux Hungary Zrt. shall not be liable for any damage resulting therefrom. The rate of additional fee may amount up to 30% of the total net invoiced value of the campaign affected for each external advertiser, the exact rate of which – within the maximum value – shall be determined by JCDecaux Hungary Zrt. independently. JCDecaux Hungary Zrt. agrees to not charge an additional fee for those cases where the external advertiser operates in the same sector (branch) as the original advertiser. With regard to the question of additional fees, the activity carried out as the main activity shall be examined.

Should it become clear only from the layout that there is also an external advertiser present in the campaign, then JCDecaux Hungary Zrt. may be entitled to request the additional fee during the period of the campaign. Should the Customer not request the placement of the poster together with the additional fee, then those specified under Section 5.2 of the GTC shall be applied. Once the poster has been placed, then in addition to the amount contained in Section 5.2, the Customer shall also pay the costs of removal/covering. In the case where it is found that the Advertisement shall be published on the list price defined in the Act on Municipal Landscapes, then those specified under Section 7 shall be applied.

### 3.10.

#### Innovative Advertising Facilities

In the case of Innovative Advertising Facilities, these General Terms and Conditions shall be applied subject to consideration of the deviations contained in this Section:

- Innovative Advertising Facilities may only be ordered by the Customer whose order placed for Standard and Non-Standard Advertising Facilities and confirmed by JCDecaux Hungary Zrt. in the calendar year preceding the current year and the volume commitments made for the current year jointly reach or exceed the net amount of HUF 10,000,000 - with its orders placed for Innovative Advertising Facilities excluded. The Advertiser whose order placed and confirmed as above has been equal to or greater than the net amount of HUF 10,000,000 in the current year may also place an order for Innovative Advertising Facilities.
- If case of a request for Innovative Advertising Facilities, JCDecaux Hungary Zrt. shall/may issue a preliminary cost estimate. The preliminary cost estimation does not constitute an offer, therefore it does not create a binding offer. The amounts and conditions included in the cost estimate are for the prior information of the Customer, the final offer may differ substantially therefrom with respect to both its amount and terms.
- In the case of a Request for Proposal after a preliminary cost estimate, JCDecaux Hungary Zrt. shall be able to provide an offer by the following deadlines:

- Form implementation (e.g. 3D OP) – 3 (three) working days
  - For the implementation of moving, electronic equipment (e.g. motors moving roll-up shutters) 10 (ten) working days  
Within that for standard offers (e.g. phase-change) - 3 (three) working days
  - The deadline for offer preparation shall commence following the determination of the final requirements and the delivery of the visuals.
- JCDecaux Hungary Zrt. shall place only the Innovative Advertising Facilities on the Standard and Non-Standard Advertising Spaces that were ordered therefrom.
  - Innovative Advertising Facilities may only be placed on Standard and Non-Standard Advertising Spaces following testing. Following a successful testing period, JCDecaux Hungary Zrt. shall only commence the implementation upon the express order by the Customer. The test period may last 5 (five) - 30 (thirty) working days, depending on the complexity of the Innovative Advertising Facility. JCDecaux Hungary Zrt. shall be entitled to reject implementation and performance, if according to its opinion the Innovative Advertising Facility puts at risk others' life, physical integrity or assets, or the Standard and Non-Standard Advertising Spaces.
  - The deadline for obtaining the information required for the campaign (e.g. electricity supply, glass sizes) shall be:
    - In Budapest - 48 hours
    - Outside of Budapest - 5 (five) working days
  - In the event of any injury to the Innovative Advertising Facilities attributable to third parties, or the weather, or any other reason, the required repairs/substitutions shall be provided by JCDecaux Hungary Zrt. at the Customer's cost.
  - The recollection of unused or removable Innovative Advertising Facilities shall be requested by the Customer in advance - prior to the submission of the order. The Customer shall provide for the removal of the recollected advertising facilities from JCDecaux Hungary Zrt.'s site. JCDecaux Hungary Zrt. shall be able to undertake the recollection and delivery within 30 (thirty) days following the closing of the campaign - but at a date agreed upon by the Parties. In excess of 30 (thirty) days, JCDecaux Hungary Zrt. shall only be able to agree to provide storage subject to an extra storage charge.
  - The period of offer validity is contained in the offer, and the periods of offer validity of Section 2.2 shall not be taken into account.

## 4. LIABILITY ISSUES

### 4.1.

The liability of JCDecaux Hungary Zrt. shall not extend to the uninterrupted operation (open status) during the advertising period of the objects on which the Standard and Non-Standard Advertising Spaces affected by the assignment are located. Temporary restrictions or disturbances of any kind and arising due to any reason shall not affect the advertising assignment. In cases where there is a malfunction concerning the given object - arising after the submission of the order - decreasing the perceptibility of Standard and Non-Standard Advertising Spaces, then JCDecaux Hungary Zrt. shall endeavour to proceed in order to facilitate the repair. If this is not feasible, JCDecaux Hungary Zrt. shall - at its own discretion - offer a new advertising space, or a proportionate reduction in fees. Claims in excess thereof may not be raised against JCDecaux Hungary Zrt. In the case of any change in the order of traffic - in particular, but not limited to: replacement, closure of bus stops, changing of bus routes, closure of roads, diversion of traffic - JCDecaux Hungary Zrt. shall not be liable for any potential decrease in perceptibility. JCDecaux Hungary Zrt. shall incur compensation obligation only as follows: Customer may only make a

claim for an exchange space; it shall not be entitled to a compensation fee. JCDecaux Hungary Zrt. shall only be obliged to provide an exchange space if the Customer has the right number of available additional posters.

#### 4.2.

The Customer may indicate its complaints regarding the quality of poster placement and maintenance (damaged or scratched posters, placement to other than the surface ordered) in writing (by e-mail or mail) to JCDecaux Hungary Zrt., by attachment of a photo showing the default. The Customer shall inform JCDecaux Hungary Zrt. in respect of their complaints regarding the quality poster placement and maintenance immediately after noticing such issue, but not later than during the campaign period, in the manner indicated above. In the event of a failure to do so, performance shall be acknowledged by the Customer as contractual performance, and the Customer shall not be entitled later on to make any complaints. If the complaint by the Customer is justified, then JCDecaux Hungary Zrt. shall remedy the revealed error within 2 (two) working days, and shall send a photo in proof of the remediation to the Customer within 3 (three) working days following the repair (2 days). In the case of nonstandard and innovative spaces, repair may also take 5, i.e. five working days, depending on the nature of the error. Notifications of the Customer provided by e-mail which are received by 5:00 p.m. on working days shall be deemed to have been posted on the day concerned. Any notifications received after that point in time shall be qualified as notifications posted on the following day.

#### 4.3.

JCDecaux Hungary Zrt. performs its activities with regard to the restrictions provided under Act XLVIII of 2008 on the Basic Requirements and Certain Restrictions of Commercial Advertising Activities and certain other legislative provisions and requirements. Should JCDecaux Hungary Zrt., based on an express instruction by the Customer, or due to a reason existing on behalf of the Customer (including but not limited to the cases when a) the Customer does not indicate to JCDecaux Hungary Zrt that the List price according to the Municipal Landscapes Act must be applied, b) the Customer makes a false declaration considering the application of the List price according to the Municipal Landscapes Act or changes from its last declaration have not been announced immediately, c) an advertisement of such external advertiser appears on the poster which has not been announced, d) due to the content of the advertisement it violates any legislative prohibition/requirement and therefore is subjected to final penalty, then the advertiser and the Customer shall assume the fine, and shall pay all damages and costs incurred by JCDecaux Hungary Zrt. in relation thereto. JCDecaux Hungary Zrt. shall not be obliged to submit an appeal or any other judicial remedy against the administrative/court decision establishing the fine. A lack of judicial remedy shall not constitute grounds for the Customer not to comply with their above obligation towards JCDecaux Hungary Zrt.

#### 4.4.

According to Act XLVIII of 2008 on the Basic Requirements and Certain Restrictions of Commercial Advertising Activities, no advertisement may be disseminated relating to alcoholic beverages in institutions of public education and in health care institutions, or on any outdoor advertising media situated within a straight-line distance of two hundred-meters' radius from the entrance thereof. Should JCDecaux Hungary Zrt. violate this prohibition, and should the Customer be subjected to a final penalty due to that, then JCDecaux Hungary Zrt. shall assume the Customer's fine.

#### 4.5.

JCDecaux Hungary Zrt. shall accept and shall abide by the rules of the Code of Hungarian Advertising Ethics, and the decisions of the ad hoc committee of the Self-Regulatory Advertising Board of or the Ethics Committee of the Hungarian Advertising Association.

#### 4.6.

The Customer shall be liable for the contents, quality and the format of the posters (in particular, but not limited to size, colour fastness, provisions under section 8/D (1) of Government Decree implementing the provisions of the Act on Protection of Municipal Landscapes, etc.), and for all other characteristics thereof impacting performance, and for the observation of stipulations by the authorities and, in this respect, JCDecaux Hungary Zrt is not under obligation to control the compliance of the above mentioned.

JCDecaux Hungary Zrt. shall undertake no liability whatsoever for any damage to the posters due to a reason(s) not attributable to JCDecaux Hungary Zrt.

JCDecaux Hungary Zrt. shall reserve the right to withdraw from the assignment if upon the acceptance thereof the format and the contents of the poster had been unknown it, or if it deviates in any way or to any extent from the content and form as at acceptance, and, at JCDecaux's discretion, the format and the contents are presumably in breach of those specified under Act XLVIII of 2008 on the Basic Requirements and Certain Restrictions of Commercial Advertising Activities or the Code of Hungarian Advertising Ethics, or the provisions of any other relevant effective Hungarian legislative provisions. In such case the Customer shall fully pay the advertising fee of the poster spaces reserved for the posters not known to JCDecaux Hungary Zrt. in advance, or for those different from the accepted ones.

If the Customer submits the layout of the poster to JCDecaux Hungary Zrt. at least two weeks prior to the start of postering, then the contractor shall - upon express request by the Customer - undertake to obtain the opinion of the Self-Regulatory Board (ÖRT) regarding potential problems arising. JCDecaux Hungary Zrt. shall undertake no responsibility whatsoever for the opinion provided by the ÖRT, and the continued existence from a legal aspect of the posters thus placed shall be identical with the continued existence from a legal aspect of the posters placed without an opinion provided. The provisions of this section, mutatis mutandis, shall not be applied to either political posters or the inspection of the compliance with the regulations of Act on Municipal Landscapes and the Government Decree implementing the provisions of the Act on Protection of Municipal Landscapes (JCDecaux Hungary Zrt cannot obtain an opinion from ÖRT relating to these issues).

#### 4.7.

In the event of banning of posters by the authorities the Customer shall pay the full advertising fee due for the entire advertising period, and any additional costs pertaining to the removal or re-pasting of the banned posters. In the event of a violation by the advertisement's content of Act XLVIII of 2008 on the Basic Requirements and Certain Restrictions of Commercial Advertising Activities or the Act on the Protection of Municipal Landscapes or the Government Decree implementing the provisions of the Act on Protection of Municipal Landscapes or any other legal provision the Customer shall assume any and all fines and other costs and obligations of JCDecaux Hungary Zrt. If the breach of law is presumed by the authorities, and JCDecaux Hungary Zrt. is requested to make a statement, then the Customer shall immediately provide all information to JCDecaux Hungary Zrt. by which it can properly present its answer to the charge and its statement before the competent authority or court. Any and all liabilities and obligations arising out of a failure to comply with or improper compliance with those specified herein shall solely be borne by the Customer.

If the advertising space already reserved/ordered by the Customer cannot be used in the future based on an administrative decision, then, subject to prior consultation with the Customer, JCDecaux Hungary Zrt. shall be entitled to place the Customer's advertisement on another advertising space of similar standard, and shall provide performance on that advertising space. In this case JCDecaux Hungary Zrt. shall offer its spaces being still free to the Customer, who shall be entitled to choose from these spaces. JCDecaux Hungary Zrt. shall not be held liable for damages in respect thereof. The content of this section shall not be applied to the changes resulting from the amendments in legislation and sections 5.7 and 6 of these GTC contain the related provisions.

#### 4.8.

JCDecaux Hungary Zrt. shall not be liable for any damages to the Innovative Advertising Facilities or any other advertising facilities - posters, canvases, etc. - during the placement process and they cannot be recollected or reused.

#### 4.9.

JCDecaux Hungary Zrt. shall accept no claims for damages whatsoever for services not rendered or rendered in an erroneous manner due to Force Majeure. All Acts of God events that fall outside the scope of interest of JCDecaux Hungary Zrt. shall be deemed as Force Majeure events, which JCDecaux

Hungary Zrt. has no direct or indirect influence on. Having regard to the fact that JCDecaux Hungary Zrt. does not have the Standard and NonStandard Advertising Spaces guarded, therefore the Parties shall qualify as Force Majeure any wilful or malicious mischief committed by third parties. This includes in particular but is not limited to rainy, snowy, windy or cold weather hindering placement which renders the placement of advertisements impossible, or causes any injury to the advertisements already placed.

JCDecaux Hungary Zrt excludes its liability from changes/impossibility of the legal relationship between JCDecaux Hungary Zrt and its Customer resulting from amendments in legislation. JCDecaux Hungary Zrt does not accept any liability for the above mentioned.

4.10. JCDecaux Hungary Zrt. shall limit its liability for damages caused by it by breach of contract - except for cases contained under Section 6:152 of the Hungarian Civil Code - to double the extent of the advertising fee attributable to the part of performance affected by the breach of contract.

## 5. FINANCIAL ISSUES

### 5.1.

The invoice contains the tariffs valid at the date of the confirmation of the assignment. JCDecaux Hungary Zrt. shall reserve the right to change tariffs (e.g. due to change of lighting or of the location of the Standard Advertising Spaces and Non-Standard Advertising Spaces) also during the year, but no later than 2 months prior to the change in tariffs and, in case of confirmed and ordered campaigns, 2 months before the starting date of the campaign, the Customer shall be informed about such tariff changes by JCDecaux Hungary Zrt. In the event of an annual contract, the Customer shall be informed about the new category, and the Customer shall, at its discretion, either accept the new price, or select another space, the price category of which is identical with the former one. The terms and conditions of the right to change prices are set out in section 6 and 5.7 of these GTC.

JCDecaux Hungary Zrt. shall be entitled to submit its invoice on the 5<sup>th</sup> day of the advertising period, and the Customer shall pay the invoice within 8 calendar days, unless otherwise provided under the Contract or the order. The Customer agrees that JCDecaux Hungary Zrt may also issue electronic invoices. At the latest at the time of submission of the order, the Customer is obliged to indicate an e-mail address to which the electronic invoice for the order in question may be sent (an alternative email address must be provided due to case of inaccessibility).

The Customer acknowledges that checking for the receipt of invoice concerning the authenticity of the sender and content of the invoice is the responsibility of JCDecaux Hungary Zrt.

The Customer is obliged to ensure the proper storage of invoices according to the relevant legislation.

The Customer agrees that the e-mails (electronic invoices) received by JCDecaux Hungary Zrt until 5:00 p.m. on working days shall be deemed to have been sent on the day concerned and any e-mails (electronic invoices) received after that point of time shall be qualified as invoices sent on the following day whether or not a read/delivery receipt is received and irrespective of the time of receiving such receipt. The Customer is obliged to provide proof if the e-mail (electronic invoice) is not received or received later than the date of sending by the Customer for reasons not attributable to the Customer.

Performance shall be deemed to be acknowledged if the Customer fails to send its objection to JCDecaux Hungary Zrt. in writing in respect of the contested performance within a limitation period of 3 (three) working days calculated as of the last day of the advertising period (campaign period). The Customer shall not be entitled to legitimately submit an objection pertaining to performance in excess of the limitation period, due to the inability to deliver proof.

Upon special request by the Customer, JCDecaux Hungary Zrt. shall send a photographed certification of the posting of the advertisements concerned, and shall also provide a special written certificate of performance, which however shall not affect the objection deadline.

In the event of late payment, JCDecaux Hungary Zrt. shall be entitled to charge interest, a flat charge for collection, and other executive costs, as specified under Article 6:155 of the Hungarian Civil Code.

Third parties shall only be entitled to perform in place of the Customer subject to prior approval by JCDecaux Hungary Zrt.

## 5.2.

In the case of a cancellation of a written order, JCDecaux Hungary Zrt. shall be entitled to invoice a cancellation fee. In the event of a cancellation of the order, the extent of the cancellation fees shall be as follows: **Date of cancellation of the assignment / Cancellation fee**

Prior to the first day of the advertising period, [...] % of the advertising fee of the cancelled space(s), as follows:

- within 12 weeks, 10%
- within 8 weeks, 15%
- within 6 weeks, 20%
- within 4 weeks, 40%
- within 3 weeks, 60%
- within 2 weeks, 80%
- after commencement of campaign, 100%

The cancellation fees contained in the table shall apply to the entirety of the campaign period. In addition to the cancellation fee, the Customer shall also reimburse any other justified costs incurred on behalf of JCDecaux Hungary Zrt. which are not included in the advertising fee according to these General Terms and Conditions - in particular, but not limited to the manufacturing costs of posters and Innovative Advertising Facilities, the design costs of creative materials, the costs of any legal advice, etc. – at the time of cancellation.

## 5.3.

The cancellation of the order shall be made in writing (by registered mail or e-mail). The entry into effect thereof shall be the date of receipt by JCDecaux Hungary Zrt.

Cancellations of the Customer provided by e-mail which are received until 5.00 p.m. on working days shall be deemed to have been posted on the day concerned. Any cancellations received after that point in time shall be qualified as cancellations posted on the following working day.

## 5.4.

Should the Customer be in default as to payment in excess of 30 days to the amount of minimum HUF 500,000, then JCDecaux Hungary Zrt. shall be entitled (but not obliged) to declare that the Customer will only be entitled to submit future orders based on the framework agreement subject to payment in advance, irrespective of whether there was another deadline for payment defined under their framework agreement/any other of their contracts. In addition thereto, JCDecaux Hungary Zrt. shall reserve the right, in deviation from the above, to stipulate payment in advance – in its offer, in the confirmation of order, or in the contract – in respect of certain partners, subject to the liquidity position – customer rating – of the client, as specified under Section 10.

## 5.5.

Should the Customer be in default as to payment in excess of 30 days, to the amount of minimum HUF 500,000, then JCDecaux Hungary Zrt. shall be entitled (but not obliged) to suspend its performances in progress in respect of the Customer until payment by the Customer of their full payment obligation due, irrespective of whether the performance obligation and the delay in payment are based on the same contract or different contracts. In the event of the payment of an invoice following suspension, JCDecaux Hungary Zrt. shall comply with placement in the following Standard Postering Period, provided that the

invoice has been paid at least 3 (three) working days prior to that date, and the posters are available. Should the advertising spaces affected by the suspension not be available due to the suspension, then the Customer shall be obliged to choose another space from among those remaining. JCDecaux Hungary Zrt. shall not be held liable for any damage arising out of the suspension.

5.6.

JCDecaux Hungary Zrt. shall comply with its advertising tax declaration and advertising tax payment obligations as per Act XXII of 2014 on Advertising Tax in accordance with the relevant legislation. At the same time, JCDecaux Hungary Zrt. shall be entitled to pass on to the Customer the amount of the advertising tax - the amount of which is 7.5% of the fee for advertising services (tax base), as costs incurred in respect of the advertising tax.

5.7.

According to the provisions of the Act C of 1990 on Local Taxes modified by the Act CLXXXII of 2016, the local governments are given the opportunity to levy local taxes on the advertising materials specified in the Act LXXIV of 2016 on the protection of the townscape.

Regarding to this, in case any law is passed - meaning particularly (but not exclusively) the ordinances of the local government on the local taxes - which, starting from any time, regarding any advertising space or advertising material imposes a cost, tax or other fee payment obligation - particularly (but not exclusively) an obligation to pay local taxes - on JCDecaux's side, JCDecaux reserves the right to unilaterally modify the advertising fee proportionately to the incurred costs, fees of taxes according to the following procedure:

- an offer issued but not having an order may be modified by JCDecaux Hungary Zrt at any time until the date of placing the order according to the above mentioned. In this case, the offer shall be qualified as a new one and the Parties shall act as in case of a new offer. An order submitted after informing the Customer about the modified offer means the acceptance of the increased advertising fee.
- in case of an offer for which an order had been submitted, but the order has not yet been confirmed, JCDecaux Hungary Zrt is entitled to send a new offer instead of confirmation. In this case, the offer shall be qualified as a new one and the Parties shall act as in case of a new offer. An order submitted after informing the Customer about the above mentioned means the acceptance of the increased advertising fee.
- in case of an offer for which an order had been submitted and the order has already been confirmed, JCDecaux Hungary Zrt is entitled to give new prices if there are at least 30 (thirty) days until the starting date of the campaign concerned. JCDecaux Hungary Zrt shall inform the Customer about the increased advertising fee and the Customer is entitled to withdraw its order of the concerning the certain advertising materials within 8 (eight) days from the receipt of such information.

## **6. SPECIAL REQUIREMENTS CONCERNING LEGISLATIVE CHANGES**

### **6.1. Advertising materials which are not in line with the legislative requirements**

If such a legislation is adopted in which the use of a certain advertising material is prohibited from any time during the validity of the offer or after the order – based on the offer made by JCDecaux Hungary Zrt – is submitted by the Customer or at any time after the confirmation of order – either during the whole period of the campaign – the offer/order/placement is automatically valid until the last day of the legitimate use of that advertising material without any legal declaration.



The legal prohibition on the use of an advertising material does not mean the invalidity of the whole offer/order/campaign but the last day of the indicated performance period is the date until that such advertising material may be used legitimately.

In this case, the advertising fee shall be payable to JCDecaux Hungary Zrt on pro-rata basis, provided that the fees of which amount do not depend on the length of the campaign (e.g. production costs, fees payable for covering or any other one-off fees/costs etc.) shall be fully compensated to JCDecaux Hungary Zrt.

If the announced legislation prohibiting the legitimate usage of an advertising material is repealed before the starting date of prohibition or it is amended that the advertising materials may be legitimately used further, the last date of the performance of the order/campaign is the date which was originally indicated or the date until the certain advertising material may be legitimately used (whichever comes first).

## **6.2. Advertising materials which are in line with the legislative requirements**

If such a legislation is adopted in which it is prohibited to use a certain advertising material from any time, the offered advertising fee for the advertising material which it is not prohibited to use is only valid until the first day of the prohibition of use of the prohibited materials. For the subsequent period, the fees for the advertising materials whose use is not prohibited may be modified by JCDecaux Hungary Zrt.

The legal prohibition of use of an advertising material does not mean the invalidity or the withdrawal of the whole offer/order but JCDecaux Hungary Zrt is entitled to unilaterally change the amount charged for the advertising service – except for the fees of which amount does not depend on the length of the campaign period (e.g. production costs, etc.) – as follows:

- an issued offer may be modified by JCDecaux Hungary Zrt until the order for it is submitted by the Customer. In this case, the modification of that offer shall be qualified as a new one. Any order submitted after the new offer containing the above information means the acceptance of the increased advertising fee.
- in case of an offer for which an order had been submitted, but the order has not yet been confirmed, JCDecaux Hungary Zrt is entitled to send a new offer instead of confirmation. In this case the Parties shall act as in case of a new offer. An order submitted after this modified offer means the acceptance of the increased advertising fee by the Customer.
- in case of an offer for which an order had been submitted and the order has already been confirmed, JCDecaux Hungary Zrt is entitled to give new prices if there are at least 30 (thirty) days until the starting date of the campaign concerned. JCDecaux Hungary Zrt shall inform the Customer about the increased advertising fee and the Customer is entitled to withdraw the order of the concerning advertising materials within 8 (eight) days from the receipt of such information. In the absence of a declaration, the new price shall be deemed to be accepted.

JCDecaux Hungary Zrt is not obliged to perform the order using any other advertising material or advertising space instead of the prohibited advertising materials.

## **7. MODIFIED FEES DUE TO THE COMPULSORY APPLICATION OF LIST PRICE**

In the case when an order was not based on the List price pursuant to the Act on Municipal Landscapes, but it is found that the advertising space(s) may be sold only on the List price pursuant to the Act on Municipal Landscapes the Advertiser acknowledges that

a) it is entitled to partially or fully cancel the order before the commencement of posters' placement as defined in section 5.2 of these GTC or as it is defined in the frame of the legal relationship established with JCDecaux Hungary Zrt in relation to the order, if such order contains provisions different from the GTC. In the absence of cancellation or in case of partial cancellation, the advertising fee of posters/advertisements which have not been cancelled shall be increased corresponding to the List Price defined in the Act on Municipal Landscapes without any legal declaration. The Customer acknowledges that in the absence of cancellation or in relation to the advertisements/posters which have not been cancelled, JCDecaux Hungary Zrt shall perform the order on the increased advertising fee according to the rules of selling on the List Price set forth in the Act on Municipal Landscapes.

b) if the placement of posters has been commenced but the campaign has not yet been completed, JCDecaux Hungary Zrt shall arrange the removal of the posters/advertisements at the Customer's written request. In this case the advertising fee of posters/advertisements for the placement period concerned shall be increased corresponding to the List Price defined in the Act on Municipal Landscapes without any legal declaration (i.e. for this period, the advertising fee raised according to the rules of selling on the List Price defined in the Act on Municipal Landscapes shall be paid to JCDecaux Hungary Zrt). For the period after the actual removal of the posters/advertisements concerned, the advertising fee indicated in the relevant order shall be paid by the Customer irrespectively of the removal.

c) if the advertising period has already ended, the advertising fee of posters/advertisements shall be increased corresponding to the List Price defined in the Act on Municipal Landscapes without any legal declaration (i.e. for this period, the advertising fee raised according to the rules of selling on the List Price defined in the Act on Municipal Landscapes shall be paid to JCDecaux Hungary Zrt).

In accordance with the foregoing, the automatically increased advertising fees (difference) shall be paid by the Customer to JCDecaux Hungary Ltd – within 8 days after receiving the request for payment from JCDecaux Hungary Zrt – even in the case where the advertising fee indicated in the relevant order has already been paid (the presumption of receiving e-mails defined in the section relating to electronic invoices shall be applied *mutatis mutandis* to the requests for payment). In every case where it is found that the application of the List price defined in the Act on Municipal Landscapes is compulsory, the Customer shall comply with its obligations (making declaration) defined in the Act on Municipal Landscapes and the Decree without delay.

## **8. ADDITIONAL PROVISIONS CONCERNING ADVERTISING INTERMEDIARIES AND THE MASM**

In every case where the Customer acts as MASM, the legal relationship for publishing the advertisement shall be established between JCDecaux Hungary Zrt and the Customer on the one hand, and between the Customer and the advertiser/advertising intermediary on the other hand. In these cases the Customer acting as MASM may transmit the services ordered by the advertiser/advertising intermediary to JCDecaux Hungary Zrt in accordance with these GTC but, in case of confirmation of order (on the basis of it) by JCDecaux Hungary Zrt, the Customer acting as MASM shall enter into a contract with the advertisers/advertising intermediaries for publishing the advertisements in its own name. In such cases, JCDecaux shall issue its invoice for the services to MASM who shall invoice further as services provided to advertisers/advertising intermediaries. MASM is obliged to indicate all discounts on the invoice and pass on to the advertisers/advertising intermediaries. (If MASM enters into a contract with an advertising intermediary, the MASM is obliged to draw the advertising intermediary's attention to the need to pass on the discount to the advertiser.)

Advertiser/advertising intermediary being in a contractual relationship with the Customer acting as MASM/advertising intermediary – unless otherwise provided in the contract concluded between JCDecaux Hungary Zrt and the Customer – may only use the advertising services as set out in these GTC. The Client is obliged to inform its contractual partner about the General Terms and Conditions and have the contractual partner accept those terms and conditions.

## **9. ADDRESS AND TELEPHONE NUMBER OF SUPERVISORY BODY**

The specifications and contact details of the supervisory bodies are included in **Annex No. 1**.

#### **10. ACCESS TO THE GENERAL TERMS AND CONDITIONS**

The up-to-date version of the General Terms and Conditions shall be made available by JCDecaux Hungary Zrt. for access by everyone at its seat/customer service, and JCDecaux shall make a copy thereof or certain parts thereof specified by the Customer. JCDecaux Hungary Zrt. shall publish the up-to-date version of the General Terms and Conditions on its internet web site for the purpose of access by everyone.

#### **11. AMENDMENT OF CONTRACT; RIGHTS OF THE CUSTOMER IN THE EVENT OF CONTRACT AMENDMENT**

The General Terms and Conditions may only be amended based on the provisions contained in this Section. JCDecaux Hungary Zrt. shall only be entitled to unilaterally amend the General Terms And Conditions in the following cases:

- where it is justified by a change of law or an official decision; or
  - where it is justified by JCDecaux Hungary Zrt. by a change to the circumstances of JCDecaux Hungary Zrt.
- A) Taking the below exemption into consideration, JCDecaux Hungary Zrt. shall inform the Customer about any change of the General Terms and Conditions at least 30 days prior to the entry into effect thereof, including the information about the conditions of termination due to the Customer. In such event, the Customer shall be entitled to terminate the Contract with immediate effect in writing, subject to proper justification supplied, within a limitation period of 15 days following receipt of the notification sent on the subject matter of the amendment, provided that the amendment is in violation of its recognisable economic interests to such extent that it is not in the interest of the Customer any longer to sustain the Contract.
- B) Every change which is considered to be appropriate by JCDecaux Hungary Zrt due to the amendments in the existing legislation or appearance of new legislation shall come into effect from the date indicated in the notification of JCDecaux Hungary Zrt, and JCDecaux Hungary Zrt shall be obliged to inform the Customer about such changes not later than 8 days before the legislation comes into force together with the terms and conditions for the termination of the contract by the Customer. In such event, the Customer shall be entitled to terminate the Contract in writing with immediate effect, subject to proper justification supplied, within a limitation period of 8 days following receipt of the notification sent on the subject matter of the amendment, provided that the amendment is in violation of its recognizable economic interests to such extent that it is not in the interest of the Customer any longer to sustain the Contract. The provisions of this paragraph shall be applied, mutatis mutandis, to those cases where JCDecaux Hungary Zrt. considers it to be necessary to introduce certain modifications because of the amended/new legal provisions/requirements but the modification is not required by the relevant legislation (*those amendments implicitly become the part of the legal relationship between the parties without modifying the GTC*).

A failure to make such statement shall be deemed as an acceptance of the amendments.

This section shall not apply to tariff amendments. In the case of tariff amendments, those contained in Section 5.1 hereof shall apply.

#### **12. SETTLEMENT OF DISPUTES**

The Customer shall also be entitled to assert its claims before a court. In the case of legal disputes, in respect of matters assigned to the competence of district courts, the Parties shall abide by the exclusive jurisdiction of the Budapest District II and III Courts, whereas in respect of matters assigned to the competence of courts of justice, the Parties shall abide by the exclusive jurisdiction of the Komárom-Esztergom County Court of Justice. Exclusivity stipulations shall not be applicable in cases where

according to the general rules of competence of the Code of Civil Procedure, those would be initiated before any court residing within the public administrative territory of Budapest.

### **13. CUSTOMER RATING**

The Customer shall accept and expressly agree for the external customer rating company employed and assigned by JCDecaux Hungary Zrt. and/or the internal credit rating entity of JCDecaux Hungary Zrt. to inspect and qualify the Customer regarding their credit rating prior to the establishment of a commercial relationship with the Customer, and continuously during the existence of the business relationship.

The external customer rating company and/or the internal credit rating entity of JCDecaux Hungary Zrt. shall prepare an opinion on the Customer, which JCDecaux Hungary Zrt. shall be entitled to use at its own discretion for making business decisions, in particular but not limited to the specification of the payment method/payment deadlines applicable to the Customer, demand for business guarantees, and in the course of the issue of offers/acceptance (confirmation) of orders. JCDecaux Hungary Zrt. shall be entitled to use the result of the customer rating at its own discretion, and the findings thereof shall not be binding for JCDecaux Hungary Zrt. JCDecaux Hungary Zrt. shall not be held liable in any way for making its business decisions by using the result of the customer rating at its own discretion.

In accordance with the customer rating, JCDecaux Hungary Zrt.'s business decisions may be in particular but not limited to the following:

- refusal to issue the offer, or to confirm the order
- request for payment in advance
- demand for any other method of payment guaranteeing payment
- requirement for the provision of a guarantee.

JCDecaux Hungary Zrt. shall at any time be entitled to use the external customer rating company and/or the internal credit rating entity of JCDecaux Hungary Zrt. also after the establishment of the business relationship.

The Customer hereby declares that by submission of its order, it expressly accepts the rules of the customer rating system applied by JCDecaux Hungary Zrt. The Customer hereby accepts that JCDecaux Hungary Zrt. shall be entitled to make business decisions on the basis of the customer rating data, which may also involve the method of payment, payment deadline, the provision of various guarantees, the issue of offers, etc.

The Customer shall be obliged to cooperate with the external customer rating company specified and employed by JCDecaux Hungary Zrt. and/or the internal credit rating entity of JCDecaux Hungary Zrt., in particular but not limited to the provision of any required data and information to the customer rating company and/or the internal credit rating entity of JCDecaux Hungary Zrt. Should the Customer fail to cooperate with the customer rating company and/or JCDecaux Hungary Zrt. in the course of the customer rating process, then the Customer shall accept that the customer rating can only be prepared on the basis of the data available, and the lack of cooperation may be taken into account when making business decisions. Should the Customer indicate upon the handover of data that those also contain business secrets, then JCDecaux Hungary Zrt., shall be obliged to manage those data as business secrets, and shall only be entitled to use those for the purposes of the customer rating.

### **14. CONFIDENTIALITY**

The Customer acknowledges that all data and information (including but not limited to the content of the contract between the Customer and JCDecaux Hungary Zrt, the offer prepared by JCDecaux Hungary Zrt, the prices etc.) provided in any way during its legal relationship with JCDecaux Hungary Zrt as well as all during the process of request for/preparation of proposal shall be treated confidentially as a

business secret without special indication thereof. The Customer is subject to this obligation without any limitation in time.

The Customer acknowledges that the deliveries may include mediated services.

- the above confidential information shall be exclusively used in favour of performing the obligations in a frame of the legal relationship with JCDecaux Hungary Zrt and those information may only be used as necessary,
- shall not be published either partially or as a whole and
- shall not be divulged to third parties.

It is not a breach of business secrecy if the transmission of data or information is based on a statutory obligation or an official/judicial decision. However, the data and information shall be transmitted exclusively to comply with the statutory obligation, judicial decision or a request of court and only in the necessary extent. Prior to transmission of data/information based on a statutory obligation or an official/judicial decision – provided that it is not excluded by the relevant law or the official/judicial decision – the Customer shall inform JCDecaux Hungary Zrt (indicating which data should be transmitted according to which legal provisions or requirements) without delay.

If the Customer breaches the above provisions, including particularly but not limited to the case where certain information, data (e.g. data of the contract, or the contract itself) are transmitted without an obligation required by the law, the Customer shall be obliged to pay penalty ranging from HUF 1,000,000 (one million forint) to HUF 10,000,000 (ten million forint) to JCDecaux Hungary Zrt depending on the discretion and decision of JCDecaux Hungary Zrt. The penalty shall be due within 8 (eight) days from the receipt of the concerning request of JCDecaux Hungary Zrt.

## **15. MISCELLANEOUS PROVISIONS**

The order, the offer and the confirmations thereof may be made in writing and the Parties shall be entitled to provide them to one another by postal delivery or e-mail (in pdf format). In all three cases, the legal statements shall be prepared in the form of a private document providing full evidence - duly signed in the case of companies, and signed in the case of private persons, with the authenticity of the signature verified by two witnesses, or in any other way as specified by the relevant legislation - and they shall be sent to JCDecaux Hungary Zrt.

JCDecaux Hungary Zrt. hereby informs the Parties that its regular business opening hours last from 9:00 a.m. to 5:00 p.m. The time of delivery shall only be deemed to be the time of receipt of e-mails sent to JCDecaux Hungary Zrt. - as the time of entry into effect - if those are delivered to JCDecaux Hungary Zrt. in their entirety during regular business opening hours. Faxes and e-mails delivered outside of the scope of regular business opening hours shall be deemed to have only been received by the recipient no sooner than at 9:00 a.m. on the following working day. In the case of e-mails, when the confirmation of the e-mail having been read is a time later than that, then the time of the confirmation of the e-mail having been read shall be deemed as the time of receipt.

JCDecaux Hungary Zrt. shall undertake no responsibility for any legal statements not being received or being received incompletely by it despite those having been posted.

In excess thereof, the Parties shall be entitled to provide to one another any notifications concerning their legal relationship and any contracts solely in writing, to be sent by postal delivery.

Should one or more provisions of these General Terms and Conditions be invalid, that shall not affect the validity of the other provisions.

With regard to any issues not regulated hereunder, the Hungarian Civil Code (Ptk. - Act V of 2013) and any other relevant prevailing Hungarian legislative provisions shall apply, except if the order/reservation/assignment is related to a contract entered into prior to the date of 15 March 2014. In such event the provisions of Act IV of 1959 shall apply accordingly, in place of Act V of 2013.

Budapest, 31 August 2017

JCDecaux Hungary Zrt.  
Tímea Samu Szilárd Szelei  
CEO CEO

**The Customer declares that it has been made aware of these GTC prior to contract conclusion, and it shall accept those contained therein in full.**

**JCDecaux Hungary Zrt. has specifically called the Customer's attention to the provisions of these General Terms and Conditions, who has accepted those in specific awareness of the following provisions: Sections 1, 2, 3, 4, 5, 6, 7, 13, 14.**

## **ANNEX No. 1**

### Contact details of supervisory bodies:

#### **Company Registry Court of Budapest Capital Regional Court**

1051 Budapest, Nádor u. 28.  
1363 Pf. 17.  
Tel.: +36/1 354 4800

#### **Government Office of the Capital City Budapest**

2nd district office  
HU-1024 Budapest, Margit krt. 47-49.  
Tel.: +36/1 896-2448

#### **Government Office of the Capital City Budapest**

5th district Office  
HU-1051 Budapest, József nádor tér 10.  
1369 Budapest, Pf.: 284  
Tel.: +36/1 795-9652

#### **Ministry of National Development**

Minister responsible for consumer protection  
HU-1011 Budapest, Vám u. 5-7.  
Post address: HU-1011 Budapest, Fő utca 44-50  
Federal post office: 1440 Budapest, Pf.: 1

**National Tax and Customs Administration of Hungary Central Hungary Regional Directorate–General for Tax**

HU-1132 Budapest, Váci út 48/C-D  
1438 Budapest, Pf.: 511  
Tel.: +36/1 412 5400

**Municipality of the II. district of Budapest**

Mayor's Office  
HU-1024 Budapest, Mechwart liget 1.  
1277 Budapest 23. Pf.: 21.  
Tel.: +36/1 346 5400

In relation to consumer complaints, primarily the district authority competent for the place of residence of the consumer can be requested for assistance, using the contact details reachable through the following link:

<http://jarasinfo.gov.hu/>

Your attention is drawn to the fact that in certain cases related to consumer protection, the acting authority is the district authority in the county seat competent for the place of residence. You may get further information about which authority is competent in which consumer-protection-related tasks, from Government Regulation number 387/2016 (XII.2.) on the designation of the consumer protection authority, which you may find at the link below:

[https://net.jogtar.hu/jr/gen/hjegy\\_doc.cgi?docid=A1600387.KOR&timeshift=ffffff4&txtreferer=0000001.TXT](https://net.jogtar.hu/jr/gen/hjegy_doc.cgi?docid=A1600387.KOR&timeshift=ffffff4&txtreferer=0000001.TXT)

**ANNEX No. 2: Technical Specifications**

<http://www.jcdecaux.hu/hirek-tudnivalok/letoltheto-informaciok>

**ANNEX No. 3: Declaration on Municipal Landscapes**