JCDecaux

Out of Home media

DECLARATION

Angola Australia Austria Azerbaijan Bahrain Belgium Botswana Brazil Bulgaria Cameroon Canada Chile China Colombia Costa Rica Croatia Czech Republic Denmark Ecuador El Salvador Estonia Eswatini Finland France Gabon Germany Guatemala Honduras Hungary India Ireland Israel Italy **Ivory Coast** Japan Kazakhstan Latvia Lesotho Lithuania Luxembourg Madagasca Malawi Mauritius Mexico Mongolia Mozambique Myanmar Namibia New Zealand Nicaragua Nigeria Norway Oman Panama Paraguay Peru Poland Portugal Qatar Saudi Arabia Singapore Slovakia Slovenia South Africa South Korea Spain Sweden Switzerland Tanzania Thailand The Dominican Republ The Netherlands Ukraine United Arab Emirates United Kingdom **United States** Uruguay Uzbekistan Zambia Zimbabwe

The undersign	gned	– registered seat:.		
corporate	registration	number:,	tax	number:
, represented by			, as media	advertising
space marke	ter hereinafter re	ferred to as MASM - makes the fol	lowing de	claration:
Rackground	ł:		C	

MASM and JCDecaux Hungary Zrt – corporate registration number: 01-10-045326, hereinafter referred to as "JCD" – entered into a Media Advertising Contract under which MASM sells media advertising spaces in accordance with Section 3, subsection s) of the Act XLVIII of 2008, hereinafter referred to as Advertising Act.

MASM is aware of the fact that Act CIV of 2017 has entered into force on 1st July 2017, thereby amending the Act LXXIV of 2016 on the Protection of Municipal Landscapes – hereinafter referred to as "Act on Municipal Landscapes". After 15 July 2017, based on the amendment, persons subject to section 11/G of the Act LXXIV of 2016 acting as advertisers shall place posters or advertisements on advertising materials only as permitted by the Act on Municipal Landscapes. In addition to the above, MASM is aware of the fact that, due to the amendment of the Act on Municipal Landscapes, the Government Decree implementing the provisions on the publication of advertisements pursuant to the Act on the Protection of Municipal Landscapes 104/2017 (28.04), hereinafter referred to as "Decree" has also been amended in accordance with the Government Decree 191/2017 (07.07).

In case of application of the list price, MASM is also aware of the fact that a person/organization shall also be qualified as advertiser which meets the conditions set forth in section 8/D (1) of the Decree.

Based on the above, MASM makes the following declaration:

- 1. By signing this Declaration, MASM undertakes that, in the case that MASM intends to provide advertising service to a person who is subject to section 11/G of the Act on Municipal Landscapes or due to other reasons including the requirements set forth in section 8/D (1) of the Decree and when the order concerned may be performed only according to the list price, it shall inform JCD about the fact that the advertiser is such a person to whom the advertising service shall be provided only according to the list price based on section 11/G of the Act on Municipal Landscapes or, for other reasons, the order may be performed only according to list price not later than at the time of placing the request for proposal.
- 2. If MASM intends to provide advertising service either directly or indirectly with the involvement of an advertising intermediary to such advertiser who may advertise not only on the list price based on section 11/G of the Act on Municipal Landscapes, it should have the advertiser make a declaration in a form of private document providing full evidence thereof.
- **3.** By signing this declaration, MASM undertakes that it shall forward the declaration specified in Section 2 by electronic means (e-mail address:

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<u>telepuleskep@jcdecaux.com</u>) or, at the request of JCD, it shall present the original copy in writing to JCD prior to conclusion of the contract.

- **4.** In the case that 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 at the list price for any reason, MASM acknowledges that
- a) it is entitled to partially or fully cancel the order before the commencement of posters' placement as defined in the General Terms and Conditions of JCD (GTC) or as 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 without any legal declaration. MASM acknowledges that, in the absence of cancellation or in relation to the advertisements/posters which have not been cancelled, JCD shall perform the order at the increased advertising fee according to the rules of selling on the List Price.
- b) if the placement of posters has been commenced but the campaign has not yet been completed, JCD shall arrange the removal of the posters/advertisements at the written request of MASM. In this case, the advertising fee of posters/advertisements for the placement period concerned shall be increased corresponding to the list price without any legal declaration (i.e. for this period, the advertising fee raised according to the rules of selling on the List Price shall be paid to JCD). For the period after the actual removal of the concerning posters/advertisements, the advertising fee indicated in the relevant order shall be paid by MASM irrespective of the removal.
- c) if the advertising period has already ended, the advertising fee of posters/advertisements shall be automatically increased corresponding to the list price without any legal declaration (i.e. for this period, the advertising fee raised according to the rules of selling at the list price shall be paid to JCD).
- In accordance with the foregoing, the automatically increased advertising fees (difference) shall be paid by MASM to JCD within 8 days after receiving the request for payment from JCD even in the case where the advertising fee indicated in the relevant order has already been paid. In every case where it is found that the application of the List price is compulsory, MASM shall comply with its obligations (making declaration) as defined in the Act on Municipal Landscapes and the Decree without delay.
- **5.** MASM undertakes that, if it does not fulfill or incorrectly fulfills its obligation under this declaration, it shall be liable for reimbursing any potential fine imposed on JCD for this reason.
- **6.** MASM acknowledges that, with regard to the present declaration, "list price" means the list price defined in the Act on Municipal Landscapes and the Decree.
- 7. By signing this declaration, MASM unconditionally and irrevocably agrees that the present declaration obligations and responsibilities etc. set out therein shall be applied to each current and future legal relationship with JCD in which it acts as MASM or on the base of which it performs MASM activities for JCD without any specific declaration.

JCDecaux

Date:	(day)(month) 20
	[Name of the company]
	as
	MASM:
	represented by:
	[Name and position of the executive officer]