

## 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  
Madagascar  
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 Republic  
The Netherlands  
Ukraine  
United Arab Emirates  
United Kingdom  
United States  
Uruguay  
Uzbekistan  
Zambia  
Zimbabwe

The undersigned ..... – registered seat:....., corporate registration number:....., tax number: ....., represented by....., as media advertising intermediary hereinafter referred to as: Advertising intermediary - makes the following declaration.

### Background:

The Advertising Intermediary and JCDecaux Hungary Zrt – corporate registration number: 01-10-045326, hereinafter referred to as “**JCD**” – entered into a contract for publishing advertisements under which the Advertising Intermediary publishes advertisements in accordance with Section 3 h) of the Act XLVIII of 2008, hereinafter referred to as Advertising Act.

The Advertising Intermediary is aware of the fact that Act CIV of 2017 entered into force on 1st July 2017, thereby amending 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 according to the Act on Municipal Landscapes. In addition to the above, Advertising Intermediary 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 Government Decree 191/2017 (07.07).

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

### Based on the above, the Advertising Intermediary makes the following declaration:

**1. By signing this Declaration, the Advertising Intermediary undertakes that in the case that the Advertising Intermediary intends to provide advertising services 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 advertising services 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 the Advertising Intermediary intends to provide advertising services to such advertisers who may advertise not only according to the list price based on section 11/G of the Act on Municipal Landscapes, it shall have the advertiser make a declaration in the form of private document providing full evidence thereof.**

**3.** By signing this declaration, the Advertising Intermediary undertakes that it shall forward the declaration specified in Section 2 by electronic means (e-mail address: telepuleskep@jcdecaux.com) or, at the request of JCD, it shall present the original copy in writing to JCD, at the latest simultaneous to placing the order.

**4.** The Advertising Intermediary declares that it is liable for the fulfillment of its obligation under Section 2 and, in the event of any breach of that obligation, it shall be liable for the compensation of damages resulting thereof as set forth in the Civil Code.

**5.** 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 according to the list price for any reason, the Advertising Intermediary 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 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 further legal declaration. The Advertising Intermediary acknowledges that in the absence of cancellation or in relation to the advertisements/posters which have not been cancelled, JCD shall perform the order in line with 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 the Advertising Intermediary. 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 posters/advertisements concerned, the advertising fee indicated in the relevant order shall be paid by the Advertisement Intermediary 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 on the list price shall be paid to JCD).

In accordance with the foregoing, the automatically increased advertising fees (difference) shall be paid by the Advertising Intermediary to JCD – within 8 days from 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, the Advertising Intermediary shall be obliged to draw the Advertiser's attention to the requirement to comply with its obligations (through making declaration) defined in the Act on Municipal Landscapes and the Decree without delay and the Advertising Intermediary shall be fully comply with its own obligations (by making declaration), if any.

**6.** If the Advertising Intermediary does not fulfill or incorrectly fulfills its obligation under this declaration, it shall be liable for the compensation of any damages resulting thereof (including but not limited to the damages of JCD, administrative fines and other payment obligations).

7. The Advertising Intermediary acknowledges that, with regard to the present declaration, “list price” means the list price defined in the Act on Municipal Landscapes and the Decree.

8. By signing this declaration, the Advertising Intermediary unconditionally and irrevocably agrees that its 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 a MASM or on the basis of which it performs MASM activities for JCD without any specific declaration.

Date: ....., .... (day).....(month) 20.....

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**[Name of the company]**  
as  
**ADVERTISING INTERMEDIARY:**  
represented by:  
**[Name and position of the executive officer]**