

General Terms and Conditions for Public Space Advertising

(Effective: 1 August, 2017)

PREAMBLE

These General Terms and Conditions – hereinafter referred to as: “General Terms and Conditions” – lay down the framework of the commercial activities of TM Company Kft., and are a basis for and part of the agreement between TM Company Kft. and the natural person, body corporate or unincorporated business entity (hereinafter referred to as: Client) charging TM Company Kft. with advertising activities. Provisions of the “General Terms and Conditions” are applicable to all advertising objects - billboards, city-light, platform posters, vehicle advertising space, unique Advertising Spaces, etc. - provided by TM Company Kft. to the Client. By issuing an order the Client acknowledges and accepts that - unless the contract or amendment concluded between the parties contains a wholly or partially contradictory provision - the provisions of these General Terms and Conditions form an integral part of the contract/amendment concluded between them and TM Company Kft. Parties declare that if the provisions of these General Terms and Conditions and the contract/amendment concluded between the parties differ or are contradictory, provisions of the contract/amendment prevail.

The General Terms and Conditions of the Client do not form an integral part of the contract/amendment.

The effective “General Terms and Conditions” is attainable and downloadable through the following website:

http://mediafieldoutdoor.hu/media/Mediafield_ASZF_EN.pdf

1. DEFINITIONS

- 1.1. **Order/assignment** Declaration, in which the Client is obligated to - if TM Company Kft. confirms the order and the contract is concluded between parties - take use of the relevant Advertisement Space(s) and other related services and pay remuneration to TM Company Kft.
- 1.2. **Typographical Advertising Material:** Typographical Advertising Materials under the General Terms and Conditions are billboards, citylight posters, platform posters, unique size posters, banners, vinyl foils, vehicle advertisement foils.
- 1.3. **Advertising Space:** Advertising Space under the General Terms and Conditions is any space where the advertising material of the Client is placed (e.g. billboard advertising space, citylight advertising space, platform poster advertising space, advertising space on vehicles where advertising foil can be applied, floor stickers, etc.).
- 1.4. **Standard Application Period:** The period lasting from hour 00:00 of the first calendar day of the month concerned to hour 24:00 of the 5th business day of the month concerned. In case of a campaign starting during the month, the period lasting from hour 00:00 of the 16th day of the month concerned to hour 24:00 of the 3rd business day from the 16th. (In February, in case of a campaign starting during the month, the period lasting from hour 00:00 of the 15th day to hour 24:00 of the 3rd business day from the 15th.)
- 1.5. **Non-standard Application Period:** Any period outside the Standard Application Period is considered Non-standard Application Period.
- 1.6. **List of Advertising Spaces:** A list for the Client's campaign, - usually sent attached to the offer - in which the type, identification number and exact address of the Advertising Spaces utilized by the given campaign of the Client is listed.
- 1.7. **Term of Advertisement:** The term specified in the order made by the Client and confirmed by TM Company Kft.

2. INQUIRY, OFFER, RESERVATION, ORDER

- 2.1. When making an inquiry, the Client is obligated to specify what party is the advertisement for (who qualifies as advertiser). If the given advertisement is published on behalf of multiple parties, - regardless of who pays the advertising fee - the Client is obligated to also include this information. Under the current item, anyone whose logo, company name, trademark, product - or product description - takes up minimum 10% of the entire Advertising Space qualifies as advertiser. After an offer is made, the person of the advertiser may only be modified with the express permission of TM Company Kft.
- 2.2. A request for information made by the Client and the relevant answer by TM Company Kft. does not constitute an offer, accordingly, TM Company Kft. makes no guarantee for validity of offer.
- 2.3. If the Client is a new customer, they are obligated to provide all identification data to TM Company Kft. for the agreement (name/company name, address/registered seat, tax number and company registration number, and any other data requested by TM Company Kft.). If there was a contractual relationship between parties in the past, the Client is obligated to provide any data that have changed since the last contractual relationship. If the Client is acting as representative of another party, they are obligated to identify said party and provide the above data required for new customers. In this case the Client is obligated to provide an authorization for representation and other documents, data certifying their position of representative to TM Company Kft. concurrently with the order/reservation/agreement. The Authorization must cover the right to issue declarations,

which the Client is required to do in connection with the legal relationship regulated by these General Terms and Conditions. In absence of this TM Company Kft. cannot accept the order/assignment/reservation.

- 2.4. The Client, having received an offer from TM Company Kft., may issue an order via registered letter, fax or e-mail. In case of orders issued via registered letter, fax or e-mail, a contract is only concluded between the parties upon written confirmation of the order by TM Company Kft. or if a unique contract for advertising services is concluded.
- 2.5. In absence of confirmation no contract is concluded between the parties, except if parties - even if through implicating behavior, for example by delivering/accepting and placing advertisement material - later decide otherwise. The Client acknowledges that in order to ensure smooth business operation TM Company Kft. may accept posters even when the Client has no confirmed orders at the time; accordingly, receipt in and by itself does not mean the conclusion of a contract between parties or confirmation of the order. (In case of orders issued via e-mail or fax, delivery notifications do not constitute validation of the reservation/order).
- 2.6. Only orders/assignments with authorized signatures sent via registered letter, fax, or as pdf attachment in e-mail are considered valid. Any amendments to orders/assignments must be made in writing. If a master contract for services or a unique contract for advertising services is concluded between the parties, single orders may be made via confirmed e-mails on their basis.
- 2.7. By making the order the Client accepts to be bound by the provisions of these "General Terms and Conditions" (including provisions on financial issues) and declares that they have read, understood, and expressly accepted their content prior to the conclusion of the contract.

3. IMPLEMENTATION OF THE CAMPAIGN

- 3.1. TM Company Kft. is obligated to perform the placement of Typographical Advertising Material in accordance with professional standards, to the best of their abilities and within the specified deadline. TM Company Kft. is obligated to provide the Client with all data required for the implementation of the campaign and usual for the profession as regards the List of Advertising Spaces for the advertisement campaign. Based on the List of Advertising Spaces in the offer, the Client is entitled to inspect each Advertising Space by visual inspection. If, in connection to the campaign, the List of Advertising Spaces is part of the offer, the Client also accepts the contents of the List of Advertising Spaces by submitting the order. After the Client accepts the List of Advertising Spaces (submits the order), TM Company Kft. is not liable for the technical quality, placement, visibility, etc. of the Advertising Spaces listed in the List of Advertising Spaces; the Client may not make any claims on this basis.
- 3.2. Any objections regarding the implementation must be made during the term of advertisement, in accordance with the provisions of these General Terms and Conditions.
- 3.3. Damage claims are only enforceable based on objections submitted within the deadline.
- 3.4. Vis major circumstances (including, in particular: natural disasters, extreme weather events, etc.) exempt TM Company Kft. from all liability. However, in this case the Client is entitled to choose an option offered by TM Company Kft. for proportionate compensation (pro-rated refund, availability of new Advertising Spaces, etc.).
- 3.5. TM Company Kft. excludes all liability for consequential and indirect damages.
- 3.6. The Client makes the Typographical Advertising Material (including reserve Typographical Advertising Material) necessary for the advertisement and the creative material and layouts necessary for manufacturing available to TM Company Kft. TM Company Kft. is not liable for improper placement of Typographical Advertising Material in case of a shortage of Typographical Advertising Material, in case the Typographical Advertising Material is not supplied or is of insufficient quality (including, but not limited to: problems with the paper, ink, color, size, text, or editing), or in case of an issue with any other material, asset, document or information provided by the Client.
- 3.7. TM Company Kft. is entitled, but not obligated, to compare and inspect the parameters of layouts, creative material and delivered Typographical Advertising Materials. This paragraph is applicable to all Typographical Advertising Material or other assets placed in Advertising Space.
- 3.8. In case of billboards, citylight posters and platform posters TM Company Kft. is obligated to place Typographical Advertising Materials within 5 business days of the date specified in the order, except in the case of unique Advertising Spaces where relevant deadlines are regulated by the contract.
- 3.9. If the conditions necessary for the placement are not met, - including, but not limited to: weather that may impede placement - TM Company Kft. is obligated to carry out the placement at the earliest opportunity. If the campaign is not ordered, the contract is not concluded at least 6 business days before the start of the campaign and/or the Typographical Advertising Material(s) of the given campaign does not arrive to the poster warehouse(s) specified by TM Company Kft. within the deadline specified in Item 3.12, TM Company Kft. cannot complete placement by the above deadline and is entitled to charge a technical fee (see Item 3.14). In this case TM Company Kft. cannot be held liable for late delivery.
- 3.10. TM Company Kft. repairs paper-based Typographical Advertising Materials during the term of the campaign at no additional cost and, if necessary, replaces defective Typographical Advertising Material if the Client provides Typographical Advertising Material for the repairs and indicates the fault within the specified deadline. In case of campaigns lasting more than a month and utilizing Typographical Advertising Material, it is necessary to replace the Typographical Advertising Material every month - for an additional charge. The Typographical Advertising Material for the replacements is provided by the Client.

- 3.11. Placement of Typographical Advertising Material may only be performed by employees, subcontractors or agents of TM Company Kft. On -explicit - request by the Client, TM Company Kft. shall provide photographs certifying the placement of Typographical Advertising Materials within 5 business days after the Standard Application Period.
- 3.12. The number of posters and replacement posters (minimum 20% of the posters to be placed, with duties paid as necessary, on pallets in case of larger volumes) specified in the contract/order must be delivered by 16:00 of the 8th business day before the start of the campaign at the latest to the warehouse(s) predetermined by TM Company Kft., unless the agreement - offer - between parties provides otherwise. The Client is obligated to deliver posters within the standard business hours of the warehouses. Delivery - and possible return - of the posters is the obligation and liability of the Client, except where - based on a separate agreement - TM Company Kft. handles manufacturing and delivery. TM Company Kft. is not liable for any consequences of late delivery and is entitled to charge a technical fee (see Item 3.14) with regards to the contents of this Item. In case of a late delivery of posters, the deadline for the implementation of the order - placement of the posters - is 8 (eight) business days, with regards to the contents of Item 3.9. Late placement does not entail an extension of the end of the period - when posters are maintained in the advertising spaces - specified by the contract/order.
- 3.13. If the Client ordered the agreed upon amount of Typographical Advertising Materials from TM Company Kft., the Client - unless otherwise provided by an agreement between the parties - is obligated to supply the creative material necessary for manufacture to TM Company Kft., in accordance with the Material Submission Parameters specified by TM Company Kft., 11 business days before the start of the campaign, at the latest. The Client is liable for supplying a digital color sample, cromalin or proof to TM Company Kft. for the creative work. Without these assets TM Company Kft. excludes all liability as regards identification of colors in any manufactured Typographical Advertising Material.
- 3.14. If the Client is late, relative to the scheduled time of placement, with the submission of the order or the delivery of Typographical Advertising Materials, they are obligated to pay the following late fees per Typographical Advertising Material as additional technical fees. Parties may mutually agree on different fees in accordance with the changes in market conditions.
- For Billboards, 5 000 HUF, that is Five thousand Forints + VAT per poster,
 - For Backlights, 10 000 HUF, that is Ten thousand Forints + VAT per poster,
 - For Prestige 8x3, 10 000 HUF, that is Ten thousand Forints + VAT per poster,
 - For Citylight, 4 000 HUF, that is Ten thousand Forints + VAT per poster,
 - For standard foil on the side of vehicles – dependent on the type of vehicle, minimum 20 000 HUF, that is Twenty thousand Forints + VAT,
 - For foil on the back area of buses, 7 000 HUF, that is Seven thousand Forints + VAT,
 - For the foiling of other vehicles and for unique advertising spaces the fee is specified in the offer.
- 3.15. In case of placement outside of the Standard Application Period, - where the placement of posters must fall outside of the Standard Application Period in accordance with the agreement of the parties - the Client is obligated to pay a placement fee after each poster specially determined by TM Company Kft. as an additional technical fee.
- 3.16. If new Typographical Advertising Material is placed - for reasons of creative changes or the placement of older creative material - as part of the same campaign, additional surcharges must be paid in accordance with these General Terms and Conditions and dependent on the total placement fee, the delivery of the Typographical Advertising Material, and the required application period. TM Company Kft. shall provide information - on request - regarding the placement fee.
- 3.17. Parties declare that in and by itself delivery/acceptance of the Typographical Advertising Materials does not constitute conclusion of contract between the parties or confirmation of the order.
- 3.18. The costs of additional services (including, but not limited to: mounting of stripes, application outside of the regular application schedule, return of unused posters) must be borne by the Client. TM Company Kft. is not liable for Typographical Advertising Materials left over (unused) after the delivery of the order - unless otherwise agreed upon in writing.
- 3.19. TM Company Kft. is obligated to cover posters that are part the campaign ordered by the Client at the end of the campaign if the Client indicates this request in writing when ordering the relevant poster campaign. Covering of the posters is completed within 5 business days after the end of the first application period following the last day of the campaign. If the Client does not indicate their request to have the posters covered in time, TM Company Kft. shall only perform this service for compensation for the additional expenses of poster application.
- 3.20. For the exact implementation of the order a placement (application) draft is required. Accordingly, the Client is obligated to provide the layout for the poster concurrently when making the order, but by 16:00 on the 8th day before the start of the campaign at the latest, via mail or through an FTP server. In absence of this TM Company Kft. is not liable for proper application. If Typographical Advertising Materials do not comply with standards, differ from the parameters specified in the order, or if the layout does not arrive within time there is an additional technical fee (3.14), for which TM Company Kft. is entitled to issue an invoice to the Client. (Standard quality wood-free poster paper, minimum 110 g/m² weight in case of billboards, 130 g/m² weight in case of citylight.)
- 3.21. TM Company Kft. is entitled to provide information on the number, size and type of posters placed for the Client and the name and registered seat of the Client on request by institutions analyzing promotional costs spent on classic media venues, but only for surveys concerning advertising expenditure, unless the Client otherwise declares in writing when making the order. This does not constitute a breach of confidentiality between parties and thus may not serve as basis for any claims against TM Company Kft. In all other cases release of information required the written consent of the Client.

3.22. TM Company Kft. is entitled to deny the appearance of any other advertiser(s) than the Client - or, if the Client is acting on behalf of another party, than the registered advertiser - on the Typographical Advertising Material, or to impose a surcharge in accordance with the size / value of the appearance, on noting that the poster of the Client contains the advertisement of an advertiser(s) other than the Client, who the Client failed to report prior to the confirmation of the Order.

3.23. If the presence of the Unreported advertiser is noticed on inspection of the layout, TM Company Kft. may impose the surcharge before the placement. If the Client does not want to pursue the placement of the Typographical Advertising Material with the additional charge, parties shall proceed in accordance with Item 6.4 of the General Terms and Conditions. If the Typographical Advertising Material has already been placed, in addition to the sum specified in Item 6.4, the Client is obligated to reimburse TM Company Kft. for the cost of the removal/cover of the material.

4. DIFFERING PROVISIONS REGARDING ADVERTISEMENT ON VEHICLES.

4.1. Advertisements on vehicles are printed on self-adhesive foils. Advertising Spaces may be rented for 2 (two) weeks, 1 (one) month, and multiples of these periods. 1 (one) month terms of advertising begin on the 1st or 16th day of the month and last until the last day of the month or the 15th day of the next month. 2 (two) weeks campaigns are also available, stating on the 1st or 16th day of the month and lasting until the 15th or last day of the month.

4.2. Due to the unique nature of advertisement on vehicles, one vehicle may only carry advertisements for one customer, product or service. Display of the emblems, logos of supporters, sponsors on the Advertising Spaces of the Client is only feasible with prior written permission by TM Company Kft. Information other than the emblems, logos of supporters, sponsors (e.g. address, phone number) cannot be displayed under any circumstances.

4.3. TM Company Kft. reserves the exclusive right to the manufacture and placement of self-adhesive foils required for the display of the advertisements.

4.4. In the event of damage to the foils, TM Company Kft. initiates the manufacture of backup foils and applies the newly manufactured foils. In all cases TM Company Kft. performs necessary replacement of damaged foils for remuneration based on a previously agreed upon rate.

4.5. TM Company Kft. also only performs additional services (e.g. the mounting of advertising stripes) for a surcharge. Determination of the surcharge is based on the individual demands of each case.

4.6. If the Client orders the design of the advertising materials from TM Company Kft., TM Company Kft. in all cases shall deliver/present the completed designs to the Client before starting production. The Client is obligated to approve said designs within 2 (two) business days after delivery, or at the latest by the deadline for the submission of creative materials. In all cases, the deadline for the submission of creative materials is coordinated with the Client by TM Company Kft. before the order is made.

4.7. TM Company Kft. shall ensure, with reasonable diligence, that ordered advertisements on vehicles are continuously visible, but is in no way liable for the advertisements of the Client being visible on the vehicles uninterruptedly for the term of the order. Any type of temporary restrictions impacting the visibility of advertisements for any reason does not affect the entirety of the advertisement order, only the given vehicle.

4.8. In case a given vehicle is damaged or retired for technical reasons or reclassification for an expected period of more than 7 (seven) business days, TM Company Kft. shall place backup materials, as far as possible, on a vehicle operating on the same route and in the same category of vehicles at no additional cost, if the Client supplies the backup material.

4.9. TM Company Kft. is obligated to inform the Client in writing about the reason for and duration of the elimination of the vehicle by the 7th (seventh) day after the elimination.

4.10. TM Company Kft. considers the order of the Client completed if the vehicles with advertising material were running on at least 70% of the days of the month.

4.11. TM Company Kft. transfers unused advertising foil to their warehouse and stores it for at least 1 (one) month at no additional cost. The foils, due to the aging of the materials, cannot be applied after 1 (one) year of storage. TM Company Kft. is not liable for advertising foil stored in their warehouses in any way. The Client - if they so decide - may transport unused advertising foil from the warehouses after the end of the term of advertisement. In this case the Client bears the entire cost of the transportation.

5. LIABILITY ISSUES

5.1. If TM Company Kft. is unable to deliver confirmed Advertising Space for any reason, they are obligated to seek another appropriate Advertising Space for the Client or to reduce the contractor's fee by the offset of the Advertising Space.

5.2. The liability of TM Company Kft. does not include ensuring that the objects on/in which the relevant Advertisement Spaces are present be open (operating), with no interruptions, for the term of advertisement. No type of temporary restrictions or disturbances, arising for any reason, affects the advertisement order. In cases where the disturbance - arising after the order was made - affecting the given object reduces the perceptibility of the Advertising Space, TM Company Kft. shall take steps for the correction of the issue. If this proves infeasible, TM Company Kft. shall offer - at their own discretion - new Advertising Spaces or a proportional reduction of fees. No further claims shall be made against TM Company Kft. In case of any changes

to traffic patterns - including, but not limited to: relocation or closing of bus stops, changes in bus routes, closing of roads, blocking of traffic - TM Company Kft. is not liable for any potential changes in perceptibility and is not obligated to compensate the Client.

- 5.3. The Client may make any objections regarding the placing of posters and the quality of maintenance (damaged or deteriorated poster, placement on wrong advertising space) to TM Company Kft. in writing (via e-mail, fax, or mail) and by attaching a photo of the defect. The Client must make any objections regarding the placing of posters and the quality of maintenance to TM Company Kft. immediately after detection, but before the end of the campaign period at the latest and via the above described methods. Failing this, the Client recognizes the delivery as contractual and may not make any objections at a later time. If the objection of the Client is reasonable, TM Company Kft. is obligated to correct noted defects within 3 (three) business days and to send a photo as verification within 3 (three) business days after the correction (3 business days). The Client is to consider notifications submitted via fax or email on business days and before 16:00 as notifications submitted on the given day. Notifications received after this time are to be considered to have been submitted on the following day.
- 5.4. TM Company Kft. operates with regards to Act XLVIII of 2008 on the Basic Requirements and Certain Restrictions of Commercial Advertising Activities and limitations imposed by other legislation. If TM Company Kft. violates any legislative prohibitions as result of a direct instruction from the Client or for any other reason for which the Client is responsible, and if as result of these actions a legally binding penalty can be imposed, the advertiser and the Client assume the penalty and reimburse TM Company Kft. for any relevant damages and expenses. TM Company Kft. is not obligated to make an appeal or seek any other legal remedies against the regulatory/judicial decision imposing the penalty. Failure to seek a legal remedy is not grounds for a failure to fulfill obligations towards TM Company Kft. by the Client.
- 5.5. In accordance with Act XLVIII of 2008 on the Basic Requirements and Certain Restrictions of Commercial Advertising Activities no advertisements can be published for alcoholic drinks in public education and medical institutions or on outdoors advertising space within two hundred meters in a straight line of these institutions.
- 5.6. TM Company Kft. accepts to be bound by the rules of the Hungarian Code of Advertising Ethics and the decisions of the ad hoc committee of the Hungarian Advertising Self-Regulatory Board or the Ethics Committee of the Hungarian Advertising Association.
- 5.7. The Client is liable for the content, quality and form (including, but not limited to: size, permanence of color, etc.) of Typographical Advertising Material, for any other attributes that may affect delivery, and for compliance with regulatory provisions. TM Company Kft. is not liable for damages to the Typographical Advertising Material for reason(s) outside of their control.
- 5.8. TM Company Kft. reserves the right to withdraw from an order if the form or content of the Typographical Advertising Material was unknown to them upon confirmation, or if the form or content of the Typographical Advertising Material differs in any regard and to any extent from what was confirmed, or if it is considered by TM Company Kft. to have violated the provisions of Act XLVIII of 2008 on the Basic Requirements and Certain Restrictions of Commercial Advertising Activities, the Hungarian Code of Advertising Ethics, or any other legislation in force in Hungary. In such cases the Client is obligated to pay the full advertisement fee for advertisement space reserved for posters unknown to TM Company Kft. or differing from what was confirmed by TM Company Kft. If the Client delivers the layout of the posters to TM Company Kft. at least two weeks before placement starts, TM Company Kft. is obligated - on explicit request by the Client - to request a review of the potential problem from the Hungarian Advertising Self-Regulatory Board (ÖRT, that is Ónszabályozó Reklámtestület). TM Company Kft. assumes no responsibility for the review of the Self-Regulatory Board; the legal fate of posters thus placed shall be in line with the legal fate of non-reviewed posters.
- 5.9. In case of an official prohibition of the placement of the poster, the Client is obligated to pay the advertising fee for the full term of advertisement and any additional costs incurred in regards of the removal or relocation of the prohibited posters. If the content of the advertisement violates Act XLVIII of 2008 on the Basic Requirements and Certain Restrictions of Commercial Advertising Activities, the Client is obligated to assume any penalties or other expenses, obligations imposed on TM Company Kft. If the violation of legislation is presupposed by the given authority or TM Company Kft. is required to issue a statement, the Client is obligated to provide any information without delay to TM Company Kft. that may assist them in their legal defense or in adequately presenting a statement to the relevant authority or court. The Client bears all liability and obligations arising from a failure to comply or adequately comply with the provisions contained herein.
- 5.10. If the Advertising Space reserved/ordered by the Client can no longer be used due to an authority decision, TM Company Kft. is entitled to, having notified the Client, place the material on another Advertising Space of similar quality and deliver their services through this Advertising Space. In such cases TM Company Kft. is not liable for damages.
- 5.11. The Contractor accepts no damage claims as regards services they have failed to perform or performed incorrectly due to vis major. Vis major means any unavoidable events unconnected to the interests of TM Company Kft. that TM Company Kft. is unable to directly or indirectly influence. Considering that TM Company Kft. does not provide security for the Advertising Spaces, parties shall consider any wilful or negligent damage by third parties vis major. Vis major includes, but is not limited to, rainy, snowy, windy or cold weather which hinders placement, makes placement of the advertisements impossible, or damages advertisement that has already been placed.

6. FINANCIAL ISSUES

- 6.1. Invoices contain tariffs applicable at the time of the confirmation of the order. TM Company Kft. reserves the right to change their tariffs mid-year (e.g. because of a change in the location or lighting of Advertisement Spaces), but is obligated to notify the Client in writing at least 2 months before changing their tariffs. In case of an annual contract, the Client must be notified of the new category of services and may choose whether to accept the new price or select an advertising space in a price category similar to the prior one. TM Company Kft. is entitled to submitting their invoice on the 5th day of the term of advertisement, while the Client is obligated to settle the invoice within 8 calendar days - unless the agreement or order provides otherwise. Delivery is considered to have been accepted if the Client fails to make an objection to TM Company Kft. in writing with a limitation period of 3 (three) business days after the last day of the term of advertisement (campaign period). The Client may not make any legal objections regarding the delivery after the expiration of the limitation period - because verification becomes impossible. On explicit request by the Client, TM Company Kft. shall send photographic proof of the placement of relevant advertisements or a dedicated written certification of delivery; however, these obligations do not affect the objection deadline.
- 6.2. In case of late payment, TM Company Kft. is entitled to charge interest, collection flat rate and other implementation costs at the rate prescribed by Section 6:155 of the Civil Code.
- 6.3. A third party may only assume these obligations from the Client with prior permission from TM Company Kft.
- 6.4. In event of a cancellation of a written order, TM Company Kft. is entitled to charge a cancellation fee. If an order is cancelled, cancellation fees are as follows:

Time of the cancellation of the order		Cancellation fee
• Within 12 weeks before the first day of the advertisement:	term of	10% of the advertisement fee for cancelled advertising space(s)
• Within 8 weeks before the first day of the advertisement:	term of	15% of the advertisement fee for cancelled advertising space(s)
• Within 6 weeks before the first day of the advertisement:	term of	20% of the advertisement fee for cancelled advertising space(s)
• Within 4 weeks before the first day of the advertisement:	term of	40% of the advertisement fee for cancelled advertising space(s)
• Within 3 weeks before the first day of the advertisement:	term of	60% of the advertisement fee for cancelled advertising space(s)
• Within 2 weeks before the first day of the advertisement:	term of	80% of the advertisement fee for cancelled advertising space(s)
• Within 1 week before the first day of the advertisement:	term of	100% of the advertisement fee for cancelled advertising space(s)
• After the campaign has started:		100% of the advertisement fee for cancelled advertising space(s)

The cancellation fees contained in this table apply to the entire term of the ordered campaign. In addition to the cancellation fee, the Client is also obligated to reimburse TM Company Kft. for any other verified expenses incurred due to the cancellation.

- 6.5. The cancellation (reversal) of the order must be made in writing (via registered letter, e-mail or fax). The cancellation takes effect when this is received by TM Company Kft. The Client is to consider cancellations submitted via fax or email on business days and before 17:00 as cancellations submitted on the given day. Cancellations received after this time are to be considered to have been submitted on the following day.
- 6.6. If the Client defaults in payment for more than 30 days, TM Company Kft. is entitled (but not obligated) to declare that the Client may only make future contractual orders with the condition of prepayment, regardless of the payment deadlines specified in the contract. Furthermore, notwithstanding the above, TM Company Kft. reserves the right to set prepayment as a condition in the contract for certain partners, depending on the solvency of the customer.
- 6.7. If the Client defaults in payment for more than 30 days, TM Company Kft. is entitled (but not obligated) to suspend delivery on the ongoing orders of the Client - regardless of whether the delivery obligation and the late payment arise under the same contract or not - until the settlement of the Client's due payment obligations. In case of settlement of accounts after a suspension, TM Company Kft. shall complete placement in the following Standard Application Period, if the settlement of accounts is completed at least 3 (three) business days before its start and posters are available. If the advertising spaces affected by the suspension are no longer available due to the suspension, the Client is obligated to choose from remaining advertising spaces. TM Company Kft. is not liable for any damages arising from the suspension.

7. AVAILABILITY OF THE GENERAL TERMS AND CONDITIONS

- 7.1. TM Company Kft. makes their prevalent General Terms and Conditions available to view at their site in Debrecen to anyone and provides copies of segments specified by the Client on request. TM Company Kft. makes their prevalent General Terms and Conditions available to view to anyone on their website (http://mediafielddoor.hu/media/Mediafield_ASZF_EN.pdf).

8. AMENDMENT OF THE CONTRACT; THE RIGHTS OF THE CLIENT IN CASE OF AN AMENDMENT

8.1. Amendments to the General Terms and Conditions may only be made in accordance with the provisions of this Section. TM Company Kft. is only entitled to unilaterally amend the General Terms and Conditions in the following cases:

- if the amendment is justified by a change in legislation or an authority decision; or
- if the amendment is justified by a change in the circumstances of TM Company Kft.

8.2. TM Company Kft. is obligated to notify the Client about any amendments to the General Terms and Conditions at least 30 days before their effective date with information on the conditions of the termination the Client is entitled to. In this case the Client is entitled to terminate the contract with immediate effect with a 15 days limitation period following the receipt of the notification for the amendment, if the amendment violates their legitimate economic interests to such an extent that they are unable to stay under the contract in the future. Failure to make a declaration constitutes acceptance of the amendments. This Item does not apply to the modifications of tariffs. Modifications of tariffs are to be handled in accordance with Item 6.1 of these General Terms and Conditions.

9. SETTLEMENT OF DISPUTES

9.1. The Client is entitled to enforce its contractual rights before a court. In the event of a legal dispute, for cases under the jurisdiction of district courts, Parties appoint the competence of the Debrecen District court, while for cases under the jurisdiction of tribunals, Parties appoint the exclusive competence of the Debrecen Regional Court.

10. MISCELLANEOUS PROVISIONS

10.1. Contracting parties mutually declare that orders, offers and their confirmations may only be made in writing and delivered to the other party via mail, fax, or e-mail (in pdf format). In all three cases declarations must be issued in the form of private documents with full probative force - in the case of companies with authorized signatures, in the case of private individuals with two witnesses certifying the authenticity of the signature or by other methods specified by prevailing legislation - and delivered to TM Company Kft.

10.2. TM Company Kft. informs parties that their standard business hours on business days are 9:00 - 17:00. The time of delivery for telefax and email sent to TM Company Kft. is only considered time of receipt - time of coming into force - if TM Company Kft. fully receives the message within standard business hours. In case of fax and e-mail arriving after standard business hours parties shall presume that the recipient has only received the message at 09:00 on the next business day. In case of e-mails, if the read-receipt time of the message is outside standard business hours, the time of receipt is the read-receipt time.

10.3. TM Company Kft. is not liable for not receiving or receiving an incomplete declaration, notwithstanding the act of posting.

10.4. If any provision or provisions of these General Terms and Conditions shall be held to be invalid, the validity of the remaining provisions shall not be affected.

10.5. Issues not regulated in these General Terms and Conditions shall be governed by provisions of the Civil Code (Act V of 2013) and other relevant legislation in force in Hungary, unless the order/reservation/assignment is in connection to a contract concluded before March 15, 2014. In this case instead of Act V of 2013, provisions of Act IV of 1959 properly apply.

Debrecen, June 25, 2017

TM Company Kft.
Miklós Támba
managing director