

CEMP Sales House - General Terms of Advertising

- I. Definitions
- a. General Terms of Advertising: General Terms of Advertising of CEMP Sales House (the present document).
 - b. CEMP Sales House: the online media sales division of Index.hu Informatikai Zrt. (registered seat: H-1033 Budapest, Flórián tér 1.) which, inter alia, sells website media faces of Index.hu Zrt., as well as of other companies belonging to the interest of Közép Európai Média és Kiadó Zrt. („CEMP”).
 - c. Advertisement: any and all publication, communication or other form of appearance that intends to promote sales or other form of use of transferable movable property – including money, securities, financial assets, as well as forces of nature being subject to utilization (hereinafter collectively „products”) - , services, real estate, pecuniary rights (hereinafter collectively „goods”) or, in connection with such goal, to promote in any way the name, label, activities and/or goods or trademark of the Client or the Client’s principal.
 - d. List price: the officially published (tariff) price regarding certain advertisement faces and as such, basis of the advertisement fee calculation.
 - e. Advertiser: the person (or other legal entity) in the interest of whom the advertisement is published, as well as who/which, for its own interest orders advertisement to be published by CEMP Sales House (including advertising providers and media agencies).
 - f. Client: where the Advertiser orders advertisement to be published by CEMP Sales House for its own interest, Advertiser and Client should mean the same person. If, however, publishing the advertisement is ordered by an agency engaged by the Advertiser, then the former agency or any other third party ordered the advertisement per procuration of the Advertiser to be published by CEMP Sales House is referred to as Client.
 - g. Net-net price: the relevant price of publishing the advertisement (including markups and excluding discounts and commission) without VAT.
 - h. Online advertising statistics: statistic data generated by the ever-used advertisement service system of CEMP Sales House providing daily publishing data on the advertisements by the number of creative and publishing sites and recording the number of appearances and visits (CT-number).
 - i. Political Advertisement: shall mean any programme transmitted in return of or without the payment of consideration, the purpose of which is to promote or advocate support for a party or political movement, or the government, or which promotes the name, objectives, activities, slogan, or emblem of such entities, which appears and which is transmitted in a manner similar to that of an advertisement. In cases of advertisements regarding individual communications of the prevailing government and/or its ministries, background organizations, public nonprofit organizations, political parties or organizations cooperating with or judging the activities of political parties outside the referendum or election terms CEMP Sales House reserves the right to make discretionary decision on the classification thereof on a case by case basis.
 - j. Special Advertisement: any online advertisement that differs from the normal, fixed size advertisements specified in the price list and/or covers other contents, suspends or breaks off page download and/or intended use thereof, and the appearance of which requires intervention regarding page code. Further, it shall be considered special advertisement the service of which is different from standard forms of service, including but not limited to the case if such particular character is the base of settlement.
 - k. Trade secret: any and all information, data, document (i) coming to the knowledge of the Client by the activities of CEMP Sales House in the course of the advertising, especially those connected to its operation, management, used discount rates, activities, and its clients; (ii) client lists and all information

regarding its clients, and also the data connected to the Client's activities and management that come to the knowledge of CEMP Sales House in the frames of the present General Terms of Advertising or the advertising agreement. Therefore, discounts and net-net advertisement values included in the advertisement contract shall especially but not exclusively constitute trade secret.

II. Provisions regarding publishing

2.1 CEMP Sales House undertakes to publish Advertisements on the media faces sold by it under the terms and conditions of the present General Terms of Advertisement.

2.2 Publishing of Advertisements on the media faces sold by CEMP Sales House shall take place in accordance with the provisions of individual advertising contracts concluded by and between CEMP Sales House and Client. The entire agreement between the Client and CEMP Sales House shall be constituted jointly by the individual advertising contract and the present General Terms of Advertisement. Client hereby acknowledges that with signature of the advertising contracts the contents of this present General Terms of Advertisement shall be considered acknowledged and agreed upon by the Client.

2.3 Client acknowledges that if it fails to send CEMP Sales House the duly signed individual advertising contract but it provides CEMP Sales House a concrete individual order to publish a specific Advertisement, by sending the individual order to CEMP Sales House it accepts the provisions of both the individual advertising contract and this General Term of Advertisement.

III. Provisions regarding order placement

3.1 CEMP Sales House only accepts orders if they are provided in written form (by fax, mail, or e-mail). Registration shall be considered as order only after the receipt and confirmation of the duly signed individual advertising contract by CEMP Sales House.

3.2 When ordering an Advertisement, Client shall give the name, seat or permanent place of business, its postal address where the invoices or other information shall be sent, the bank account number of its company, and shall present the registration number and tax number thereof. If the Client is different from the Advertiser, the name of the Advertiser and the subject of the Advertisement shall be given as well.

3.3 In the Order, the Client shall state the way of payment, by accepting the following provisions specified in Article VIII below.

3.4 Client hereby acknowledges further, that if CEMP Sales House cannot publish the Client's Advertisement via the advertising face ordered by the Client due to a delay within the sphere of interest of the Client (e.g. because Client failed to present or failed to present in the form accordingly with the advertising specifications of CEMP Sales House the necessary creative 2 workdays prior to the publication), the entire amount of the Advertisement fee (after deduction of discounts and commission) will be invoiced.

3.5 In case of delay within the scope of interest of the Client, CEMP Sales House undertakes no warranty for the publication of the ordered Advertisements; however, its invoice shall be based on the ordered volume in accordance with the provisions of the previous paragraph. CEMP Sales House is entitled to handle orders under the same contract No. as one order.

IV. Publishing of Advertisements

4.1 CEMP Sales House undertakes to publish the ordered Advertisements under the available technical and esthetical conditions under the given circumstances.

4.2 The Client acknowledges that the advertising faces ordered in the course of the campaign may be partially or as whole provided by CEMP Sales House by involving independent subcontractors. CEMP Sales House warrants that it has all legal background to sell these outside faces, and the sale of these faces are based on the right legal relationship with the involved subcontractors.

- 4.3 The Client shall be entitled to request that its Advertisement shall not be published together on a certain site in the frames of downloading the same page with the advertisement of its competitor named by the Client (exclusion of concurrency). The Client is obligated to notify CEMP Sales House about such request at the time of ordering the advertising campaign. In such case CEMP Sales House is entitled to establish an extra charge with the rate of 5 % (regarding the advertisement fee without discounts) after each company named as competitor to be excluded as specified above regarding the appearances of the respective campaign (calculation example: the advertisement fee after deduction of discounts is HUF 1,000 and the Client wishes to exclude two competitors with regard to its advertisements. In this case the extra charge is 5 % per competitor, altogether 10 %, therefore the relevant advertisement fee to be paid equals to HUF 1,100).

CEMP Sales House reserves the right of refusing to exclude Advertiser's concurrency.

- 4.4 CEMP Sales House shall not be liable for any damages resulting from the mistakes or errors that might appear in the Advertisements, nor for those damages that result from the non-appearance of the Advertisement (i.e. CEMP Sales House cannot be held liable for loss of profit).
- 4.5 Contents of Advertisements provided by the Client must meet all relevant legal criteria and shall not violate any provisions of the applicable rules of law; further, Client undertakes the obligation to fully indemnify CEMP Sales House from any and all damages or costs, which either directly or indirectly resulting from the fact that the Advertisement ordered by the Client has not or, has not entirely met the provisions hereunder. Simultaneously, CEMP Sales House absolutely excludes all liability relating to the fact that the Advertisement ordered by the Client has not or, has not entirely met the provisions of the applicable law.

CEMP Sales House reserves the right not to publish or immediately revoke publishing of Advertisements if the character, contents, appearance or quality thereof violates any rules of law or contradicts the image or concept of CEMP Sales House and its partners. Client further acknowledges that only one Advertiser can appear on the advertising faces ordered in the individual advertising contract/order-form, and the advertising faces shall not be transferred or assigned to any third persons. In case a third party appears on the relevant advertising surface, the Client is obligated to give notification thereon to CEMP Sales House prior to the order, as well as to submit the creative materials for prior approval. CEMP Sales House reserves the right to decide on accepting creative materials involving appearance of third parties, and also, to establish extra advertising fee (the amount of which, unless agreed otherwise, shall equal to 20 %). Further, in case of joint Advertisement the Client placing the order undertakes liability for such Advertisements as if they were its own Advertisements and warrants that it is fully entitled to order such Advertisement in the name and representation of the additional Advertiser.

- 4.6 In case of gambling Advertisements – unless provided otherwise in the individual advertising contract – all costs and payment obligations (either tax related or other payment obligations) shall be borne exclusively by the Client, and CEMP Sales House does not undertake any obligations to pay such costs.

In case of gambling Advertisements all duties and costs connecting to informing the winners shall be borne by the Client. CEMP Sales House does not and cannot undertake any obligation for providing such services or pay such costs.

- 4.7 As regards the order of publishing the Advertisements – unless provided otherwise by the individual advertising contract – priority is given for those Advertisements where the fee shall be paid in money against those Advertisements that are compensated by services/realization of a product of the Client (barter transactions).

- 4.8

In case of „Mix” orders according to the ever-effective media offer of CEMP Sales House the distribution of appearances are automatic; therefore the appearances are distributed randomly by the advertisement service system of CEMP Sales House on the available open faces.

- 4.9 CEMP Sales House can only be held liable for damages resulting from any kind of change made or occur after the submission of the Advertisements, if it expressly undertook to make the change and acknowledged in writing that the requested change is realizable. All additional costs resulting from changes made after submission shall be borne by the Client.
- 4.10 Client is exclusively liable for any and all mistakes or quality problems that result from the lack or improper quality of the original materials submitted by it.
- 4.11 Complaints can be submitted by the Client within 14 calendar days from the appearance of the respective advertisement. CEMP Sales House accepts complaints only if made in written form.
- 4.12 CEMP Sales House reserves the right to change the pricing or publishing conditions.

V. Cancellation or Re-scheduling of Advertisement

- 5.1 Client acknowledges that if it cancels the order, the following part of the discounted fees of the advertisements involved shall be paid:
- if the order is canceled between the 15th and 8th workdays prior to the planned date of starting the advertising campaign, 10% of the discounted fee shall be paid;
 - if the order is canceled between the 7th and 3rd workdays prior to the planned date of starting the advertising campaign, 40% of the discounted fee shall be paid;
 - if the order is canceled on or after the 2nd workday prior to planned date of starting the campaign 100% of the discounted fee shall be paid.
- 5.2 Client acknowledges further that,
- if the order is re-scheduled, 10% of the fee for the advertisements affected by such rescheduling shall be paid to CEMP Sales House
 - if the Client requires term-re-scheduling of appearances purchased based on the term of the campaign on or after the 7th workday prior to planned date of starting the campaign, CEMP Sales House shall be entitled to consider such rescheduling as cancellation of the order and the amount specified in Article 5.1 regarding cancellation shall be paid by the Client.

VI. Special Provisions Regarding Publishing Political Advertisements

- 6.1 Paid (sponsored) Political Advertisements shall be accepted from political parties and non-governmental organizations registered in the Republic of Hungary under the act on operation and financial management of political parties, and, the act on freedom of association, that set up a list of candidates and properly registered it at the National Election Committee by submitting the collected recommendation slips and further, possess certification on the official registration (in case of joint lists are set up by more than one nominating organizations, they shall hereinafter be considered – as in the frames of election process – as one nominating organization).

CEMP Sales House is also entitled to classify other figures of the domestic political sphere defined in the present General Terms of Advertisement as specified hereunder.

- 6.2 CEMP Sales House only accepts Political Advertisements labeled in compliance with the respective rules of Hungarian law.
- 6.3 Term of publishing paid Political Advertisements: as specified and permitted by the relevant rules of Hungarian law.
- 6.4 Discounts regarding Political Advertisements by advertising faces:

- Index.hu with editorial blogs, Inforadio.hu, Napi Gazdaság Online: 40%

- regarding other publications of CEMP Sales House: 55%

6.5 In case of Political Advertisements no further discount from the List price can be provided to the Client and the given discounts shall not be concentrated with other discounts and the discount rate shall be equal for any Advertiser. Political Advertisements are not considered social (community) Advertisements and in their case TCR discount shall not apply and further, it cannot be requested based on click through (CT) number. Reservation of Advertisements takes place in order of submitting advertisement orders. For any further matters the ever effective provisions of the General Terms of Advertisement shall be applicable.

6.6 In case of Political Advertisements, CEMP Sales House reserves the right to claim payment in advance, prior to start performing of its advertising services.

VII. Online Advertising Statistics

7.1 CEMP Sales House provides the Client with access to the statistic data generated by its ad server on the Client's campaigns. The statistic data are kept at a protected face and can only be reached by the Client by using a password. The password is determined by the Client and shall be incorporated in the system in coded form, and can only be reached by the Client and its contact person at CEMP Sales House.

7.2 CEMP Sales House shall not require the giving of personal datas to the inspection of its web sites. However, to the recourse of each services named in present General Terms of Advertising may need to give the personal datas of Advertiser and/or Client. Unless otherwise regulated by law, CEMP Sales House shall not give informations coming to its knowledge to third party, furthermore these informations may exclusively be controlled for a specific purpose to realize rights and fulfil obligations. CEMP Sales House is exclusively authorised to handle the the datas they acquired knowledge of in accordance with the Act CXII of 2011 On Informational Self-determination and Freedom of Information.

7.3 If the Client wishes to use an ad server different from the one used by CEMP Sales House, the basis of the financial settlement shall still be the system data of the ad server of CEMP Sales House, with particular regard to CT and unique visitor (UV) based campaigns.

7.4 CEMP Sales House does not undertake weighting of CT and UV based campaigns by term or faces, it shall take place evenly, depending on the ever-effective user activity, except for servicing „mix” faces and term (time-of-the-day) orders as specified individually in the price list in effect).

7.5 By accepting the present General Terms of Advertising the Client hereby accepts the ad server statistics referred to in the above Article 7.1 as valid certificate of performance from the side of CEMP Sales House. The Client further states that in case it does not submit complaint in writing regarding the contents of the statistics within 2 workdays upon performance, the contents of the statistics shall be considered accepted as credible and valid certificate of performance.

VIII. Payment conditions

8.1 Generally, payment shall be made within 30 (thirty) calendar days via bank transfer, unless agreed otherwise by the Parties in the frames of the individual advertising contract.

With signature of the individual advertising contract the Client acknowledges that in case of continuously provided advertising services CEMP Sales House, in full conformity with the respective provisions of the Act on VAT, will issue the invoice towards the Client on the 30th day prior to performance of the advertising service with a 30 day payment deadline.

8.2 The value of the fixed rate, spent to the advertising action by the Client, and defined in the frames of the individual contract shall not include the developmental fees relating to the publication of the ordered Advertisement, so these

developmental fees shall not count in the basis of the occasionally assured allowance, granted in the specific individual advertising contract.

8.3 However, regardless of the provisions in Article 8.1 above, special provisions apply

- in case of Political Advertisements, upon discretionary decision,
- in case the Client's registered seat is outside of the territory of Hungary, especially if the Client is an off-shore company,
- in case of the first advertisement,
- if the Client did not have valid agreement (similar to the advertising agreement) with CEMP Sales House in the previous calendar year,
- if the Client had valid agreement with CEMP Sales House but it failed to fulfill its payment obligation in due time, as well as
- if at the time of signing the advertising agreement the Client has overdue payment obligation towards CEMP Sales House,

where the Client shall pay for its Advertisements in advance, up to the amount of its due payment obligations and until its payments reach the limit for discount and its due invoices have been paid. CEMP Sales House further reserves the right to require advanced payment upon its discretionary decision (e.g. client evaluation) in case of certain clients.

8.4 If the Client misses the payment deadline, it shall pay default interest for the delay as the rate of default interest in case of contractual

payment obligations equals to the base rate of interest determined by the National Bank of Hungary on the last day prior to the half-year affected by the delay plus 7 %, and furthermore, CEMP Sales House will suspend publishing further Advertisements and waive all discounts having been provided to the Client.

IX. Liability Provisions

9.1 Client shall be liable for all mistakes or quality problems that result from the improper or bad quality of the original materials (pictures, graphs, logos etc.) submitted by it.

9.2 CEMP Sales House reserves the right to establish special production deadlines and apply special price calculation methods for special or particular appearances. In case of special or particular appearances CEMP Sales House shall be entitled to invoice – besides the advertising fee – proper sub-contracting fee (development, content-producing, production fee or charges etc.) towards the Client that shall be considered on top of the advertising fee and in net value, augmented with the rate of VAT. In such case the Parties shall regulate the applicable conditions in the frames of the individual advertising contract or in a separate agreement.

9.3 The Client by accepting the present General Terms of Advertising expressly undertakes to indemnify CEMP Sales House from any and all possible claims arising from or in connection with non-fulfillment of copyright-, advertising-, media-, and competition laws, as well as laws of general civil law, and to reimburse CEMP Sales House for possible fees, charges or penalties, civil claims, damages, or other pecuniary claims as disadvantageous legal consequences etc. applied in connection to the Advertisements and/or advertising materials submitted by the Client.

9.4 The Client shall warrant that all products that appear in Advertisements being subject to mandatory quality assurance or product compliance certification have undergone such procedure and based on the results thereof the product can be distributed, or, that the product shall not be subject to these mandatory procedures.

- 9.5 The Client shall be fully and exclusively liable for the validity of data and quality certification declaration submitted by it as well as for any violation of provisions prohibiting misleading and comparative advertisements (with due regard to the exceptions contained in the Hungarian Act on Economic Advertising Activities, hereinafter referred to as "Grtv.").
- 9.6 The Client shall, upon notice of CEMP Sales House or the respective proceeding authority, be obligated to verify the correctness of statements constituting part to the Advertisement. In case the Client fails to comply with its obligation to do so, it shall be considered that such statement is untrue. Further, the Client's failure to comply with such legal obligation shall constitute obligation of reimbursement for any damage, penalties etc. resulting thereof at CEMP Sales House, as publisher of the Advertisement.
- 9.7 CEMP Sales House does not undertake any liability for those accidents that interfere with the performance of the service and that arise from the particular character of Internet (especially for those traffic, technical or other circumstances that generally connected to the operation of Internet).
- 9.8 CEMP Sales House shall not fulfil any claim for any non-appearance or incorrect appearance of the Advertisement resulting of force majeure event. The Parties consider force majeure all circumstances beyond the control of and arising outside the sphere of interest of CEMP Sales House which cannot be controlled by CEMP Sales House either directly or indirectly.
- 9.9 The Client hereby irrevocably assumes full liability from CEMP Sales House as publisher of the Advertisement for any and all charges, penalties, expenses and other pecuniary claims as disadvantageous legal consequences enforced by the competent authorities/courts or third persons towards CEMP Sales House in connection with the Client's non-compliance with the provisions of the effective and relevant rules of law or the present General Terms of Advertising.

Under the present assumption of liability and debt, the Client shall be obligated to directly fulfill the obligations of CEMP Sales House towards the authorities or other third persons, and make payments for any charges, damages, expenses specified above to the entitled third person in due time, or, in case such payment obligation has already been fulfilled by CEMP Sales House, the Client shall have immediate reimbursement obligation towards CEMP Sales House.

X. Breach of Contract; Legal Disputes

- 10.1 In case of CEMP Sales House's breach of contract the objective limit of liability for any actual and direct damages shall equal to the amount of total amount of the fee specified in the individual advertising contract and paid to CEMP Sales House by the Client.
- 10.2 CEMP Sales House's liability for damages shall be limited to actual and direct damages and it is not liable for particular, accidental, indirect or financial consequential damages, as well as for loss of profit, business, income, good reputation, non-pecuniary damages or expected lack of expense. The Parties agree that, in accordance with Section 314. par. (2) to the Hungarian Civil Code, the prices and other advantages contained in the individual advertising contract constitute proper compensation for the potential disadvantages of the above limitation of liability.
- 10.3 In case of any dispute between the Parties – if not regulated otherwise by the provisions contained in the specific individual advertising contract or the provision of this General Terms of Advertising – the provisions of the prevailing Hungarian rules of law and the terms of the Hungarian Ethical Code of Advertising of Hungarian Advertising Association (MRSZ) shall be applied. The Parties agree that in case amicable negotiations should fail to be successful, any legal disputes shall be referred to the exclusive jurisdiction of the Central District Court of Buda (Budai Központi Kerületi Bíróság) or the county court being subject to competence in accordance with the general rules of law in effect.

XI. Confidentiality and Protection of Trade Secret

- 11.1 Parties hereby undertake to keep all and any data and/or information constituting Trade secret strictly

confidential and not to make such information public or disclose to third parties, nor to allow third persons to have access thereto unless expressly agreed to by the other Party in writing.

11.2 The Client hereby expressly approves that CEMP Sales House shall be entitled to provide the listed prices of the ordered advertisement campaign to the research company Kantar Media.

XII. Notices

12.1 All notices or correspondences in connection to the Client's order – including due invoices – shall be sent to the representative and address provided by the Client in the individual advertising contract.

12.2 The Client shall promptly inform CEMP Sales House if there is any change in the data of the Client or its representative.

12.3 In there is no evidence to prove that a notice has been delivered earlier, any notice shall be deemed to be delivered

(i) in case of personal delivery the date of delivery shall be the date defined in the delivery note that refers to the relevant notice and is in the possession of the sender and has been signed by the receiver;

(ii) in case of notices sent by registered mail, the delivery date is the date specified in the delivery record or, if that date cannot be established, the date when the delivery record arrives to the sender. If the delivery record is marked as "címzett ismeretlen" (unknown addressee) or "nem kereste" (did not seek for), the delivery date shall be the 5th workday from the date when the notice has been sent second time, assuming that it had been sent to the address provided by the addressee in writing.

(iii) in case of notices sent by fax upon the moment of the date of the certification of the successful delivery of the fax to the relevant fax number

(iv) in case of notices sent by e-mail, if the sender can prove the delivery thereof to the other party by convincing evidences;

(v) in case if the delivery of the notice is refused, the delivery date shall be the date when the receipt of the notice was refused.

XIII. Date of Effect

13.1 The provisions of the present General Terms of Advertising shall come into effect as of the date of 21 January 2011 and shall be valid until revoked or until the date respective modifications thereof come into effect.

13.2 CEMP Sales House shall give official notification to the contractual Clients of any modification of the present General

Terms of Advertising 30 days prior to the date when such change comes into effect.

Place and date: Budapest, 21 December 2011.