

General Terms and Conditions Of Contract (for Advertisements)

Net Media Ltd. (hereinafter referred to as Publisher) undertakes to publish advertisements in the media spaces it is selling in accordance with the General Terms and Conditions of Contract specified below.

Publisher and the natural or legal person customer ordering the publication of advertisements from the Publisher – whether for and on its own behalf, or pursuant to Section 5/B (2) of Act No. XLVIII of 2008 (Advertising Act), as a mandated advertising intermediary for and on behalf of an advertiser – (hereinafter referred to as Customer) enter into contract under which Publisher publishes advertisements specified by the Customer on the Portfolio.hu, Pénzcentrum.hu, Agrárszektor.hu and Hellovidek.hu websites it operates, in its newsletters and on the thematic subpages of its events, in one or more placement locations and on one or more display occasions.

If Net Média Ltd. publishes the advertisements specified by the Customer not in the contents it publishes as per the above, these General Terms and Conditions of Contract shall apply to the legal relation between the parties with the derogations and special rules set out in this chapter.

Provisions of these General Terms and Conditions shall apply to any and all contracts concluded on the above services by and between the Publisher and each customer. Customer and Publisher may derogate from any of the provisions herein contained only by mutual agreement. In the event that Customer and Publisher intends to derogate from a provision hereof, such agreement shall be valid only if concluded separately, in writing.

A. Conclusion of Contract

A.1). Publisher undertakes to display the ordered advertisements in the best technical and aesthetic design possible under the respective circumstances.

A.2). Net Media Ltd. accepts orders in writing (by mail or e-mail). Orders shall qualify as communicated if received by Net Media Ltd. in a duly signed form. Upon ordering advertisements, Customer shall specify its company, seat or permanent site, together with the bank account number and shall also submit its tax number. Where Customer is not the same as the advertiser, the advertiser and the subject of advertising shall also be indicated in addition to the above.

Upon placing the order, Customer shall inform the Publisher whether the order is placed for and on its own behalf or for and on behalf of a third party advertiser as per Section 5/B (2) of the Advertising Act. In the event that Customer places the order for and on behalf of a third party advertiser and/or concludes the contract for and on behalf of a third party advertiser, Publisher assumes – unless otherwise stated in writing by the customer – that Customer is entitled to conclude, amend and accept the performance of the contract on the publication of the advertisement with mandate from a third party advertiser under contract, and is entitled to accept and obliged to settle the invoice issued on the Publisher's services.

Customer shall attach to the order its statement to the effect that with regard to the product covered by the service, the mandatory quality control as per Act No. XLVIII of 2008 on the Basic Requirements and Certain Restrictions of Commercial Advertising Activity (Advertising Act) has been performed, the product's distribution is permitted, and it is not subject to any prior quality control or conformity certification obligation.

B. Advertising Fee; Terms of Payment

B.1). In the order, Customer shall also make a statement on the method of payment, accepting the rules below.

The advertising fee shall be paid by the Customer against the invoice issued by the Publisher, via bank transfer within 30 days from receiving the invoice, to the bank account number indicated on the Publisher's invoice. The invoice shall be deemed settled when the amount therein indicated has been credited to the Publisher's bank account in full.

Insofar as Customer is an advertising intermediary acting with mandate as per Section 5/B (2) of the Advertising Act, except for price discounts, Customer shall not be entitled to receive or claim any direct or indirect remuneration, gift or other financial benefit or allowance.

If a mandated advertising intermediary, as a Customer, receives a price discount from the Publisher, such price discount shall be fully settled (transferred) to the benefit of the advertiser whom it represented as per Section 5/B (2) of the Advertising Act upon the conclusion of the contract affected by the price discount. The advertising intermediary shall be liable for compliance with this and for any damage and cost arising from the absence thereof.

In the event of late payment, Publisher may require the Customer to pay a time-proportionate default interest as per Act No. V of 2013 (Civil Code) for the period of delay. If Publisher has to engage a third party to enforce its advertising fee claims, it is entitled to transfer any and all related costs to the Customer in default.

If Customer fails to pay or fully pay the advertising fee on its due date, upon prior notice to the Customer, Publisher shall be entitled to suspend the publication of the Customer's further advertisements until the due advertising fees are paid. In such cases, Publisher is entitled to refuse the acceptance of new orders or make it conditional on the payment of due advertising fees. In the event that there is an existing framework contract between the parties, and Customer fails to fulfil its fee payment obligation thereunder, Publisher is entitled terminate the framework contract with immediate effect, and revoking the discount under the framework contract, claim the fees of already published advertisements at list price, and demand from the Customer the reimbursement of any damage and cost incurred with regard to the foregoing.

Price discounts and net-net advertising sums set out in the advertising contract between the parties shall qualify as trade secret, of which the contracting parties may disclose any information to third

parties upon each other's written consent. Customer grants its consent to Net Media Ltd. to report the list price data of the ordered campaign to Kantar Media research company.

B.2.). Customer understands that if the order is cancelled, based on the advertising fee for the advertisements affected by cancellation

- net-net 10% – in case of cancellation on the third week prior to the planned launch of the campaign affected by the advertisement,
- net-net 15% – in case of cancellation on the second week prior to the planned launch of the campaign affected by the advertisement,
- net-net 40% – in case of cancellation on the week preceding to the planned launch of the campaign affected by the advertisement,
- net-net 100% – in case of cancellation on or after two business days preceding to the planned launch of the campaign affected by the advertisement

shall be paid to the Publisher as penalty.

Customer understands that:

- in case of rescheduling the order, a further 10% shall be paid in addition to the net-net base fee of the advertisements affected by rescheduling.
- if Customer requests the rescheduling of appearances purchased on duration basis on or after the 7th business day prior to the planned launch of the campaign, Net Media Ltd. shall be entitled to consider this as a cancellation of the order, and Customer shall pay the penalty specified in this section for the cancellation of the order.

Customer understands that insofar as Net Media Ltd. cannot place the Customer's advertisement on the ordered advertising spaces due to a delay arising within the Customer's sphere of interest, (for instance because Customer failed to submit or failed to submit in a form meeting the advertising specifications of Net Media Ltd. the required creatives at least 2 business days prior to publication), the total (discounted) advertising fee shall be invoiced.

In case of a delay arising within the Customer's sphere of interest, Net Media Ltd. will not warrant the placement of the ordered adview quantity, however the ordered quantity shall be invoiced as per the above section. Net Media Ltd. manages orders under the same contract number as one order.

B.3.). Publisher reserves the right to modify its list prices in its respective media offer. Net Media Ltd. also reserves the right to change prices during the year, however it shall inform the Customers thereof at least 1 month prior to the effective date of tariff modification. The modification shall only apply to contracts concluded after the publication of the modification, and shall not affect the fees of contracts concluded before the modification even if such contracts are performed in part or in full after the publication of the fee change.

C. Content and Form of Advertisement, Advertising Restrictions

C.1). Publisher shall provide access for the Customer to the statistics generated by the ad server system (Gemius AdOcean). Access shall be stored for the Customer on a password-protected platform. Only the Customer and the contact person at Net Media Ltd. shall have access. Upon the Customer's express written request, Publisher shall report to the Customer on the circumstances of publishing the advertisement until the last day of the month following the conclusion of the contract on publishing the advertisement. Where the conditions of distributing the advertisement requires modification for a reason or in a way not specified herein, Publisher shall inform the Customer in advance thereof. Such modification of the advertising distribution conditions requires the Customer's consent. Publisher shall inform the Customer on the implemented changes.

C.2.). Customer shall submit the advertisement to be displayed (creative material) at least 2 business days prior to intended publication, to the Publisher and in the format indicated in the confirmation sent by the Publisher. In the event that the advertisement is submitted in any other format, Publisher is entitled to refuse the publication or charge a separate fee for the technical preparation of the publication. Unless otherwise agreed mutually by the parties in writing, Publisher accepts advertisements prepared solely according to the technical specifications available at the following link: <http://hosting.gemius.hu/portfolio/techspec/>.

Customer shall set out the text relating to the advertisement or to the subject of other service in line with the applicable Hungarian (foreign, in case of foreign language texts) spelling and grammar rules. If the text of the ordered advertisement or of the subject of other service fails to meet the spelling rules as per the above, Publisher may correct it according to the spelling or stylistic rules without separately informing the Customer. If Customer deliberately requires the display of a spelling contradicting the spelling rules (e.g.: a pun), it shall inform the publisher separately in writing thereof, using the comments section of the contract. Such display may only be deemed to have been accepted by the Publisher if the fact of displaying the non-standard spelling is expressly accepted by the Publisher in its confirmation.

If a substantial modification is required in the advertisement the Customer wishes to have displayed or in the subject of service for a reason other than specified above, Publisher shall return the advertisement or the subject of service to the Customer for approval, with proposed modifications. Such return of the ordered service shall not in itself qualify as a confirmation, and shall not establish any contractual relationship between the parties. If Customer approves the modification proposed by the Publisher, it shall confirm the returned text, parameters or other materials as appropriate via e-mail to the Publisher at kampany@portfolio.hu. Until this happens, no individual service agreement is made between the parties, hence Publisher is not bound by any obligation to perform. If due to the content modification as per this section the advertisement can no longer be displayed at the time originally indicated by the Customer in the order form, or if the service can no longer be performed, Publisher shall inform the Customer on the possible display times of the advertisement or of the possible method and date of performance. If the specified performance dates are not suitable for the Customer, Customer shall indicate this in writing. In this case, no individual service agreement is made between the parties. If Customer accepts the new display or performance date(s) offered by the Publisher, Customer shall confirm it in writing to the Publisher.

If the content modification of the service as per this section takes place only after the Publisher confirmed the order and hence after the contract between the parties is concluded, and due to reasons specified in this section, the service is not performed at the date or in the period originally ordered, Customer shall pay to the Publisher 50 % of the otherwise payable service fee as forfeit for the service(s) simultaneously with the cancellation notice as per Section as per this section.

If Customer requires the publication of a PR article, the provisions of the Advertising Act, Press Act, Media Act and the Hungarian Code of Advertising Ethics shall apply. The PR article shall clearly indicate that it is an advertisement. The publication of PR articles as editorials cannot be requested. The content of the PR articles cannot be misleading or excessive and cannot hide substantial facts. Publisher is entitled to publish PR articles the Customer wishes to display in a form separate from editorial materials pursuant to the Advertising Act, labelling them as “advertisement” or “PR article” – even without any specific notice to the Customer. Texts may only be published as PR articles if written and edited by the Customer. Texts written and edited by the Publisher shall be published with the label “Sponsored Content”.

In case of sponsorship or “advertorials” prepared in the relevant magazine’s editorial office, Publisher is entitled to publish materials the Customer wishes to display in a form separate from editorial materials pursuant to the Advertising Act, Press Act and Media Act, labelling them as “advertisement” or “sponsorship” – even without any specific notice to the Customer. Publisher reserves the right to charge a surcharge on the tariff prices in case of such materials.

If Customer requests a display of sponsorship in a media service, the sponsor can be named by publishing or displaying: the name, trademark and other indication of the Customer or another company specified by the Customer, a reference to their product, activity or service, or their distinctive sign, logo. The publication of the sponsorship ordered can take place prior to, after the end of or simultaneously with the sponsored content, without compromising the nature and content thereof. In case of content sponsorship, the placement of the Customer’s company name, product or service in the content shall not be possible.

Under individual advertising contracts, Publisher is obliged only to publish the advertisements specified by the Customer. It is not obliged to design the content of the advertisement or to prepare creative materials.

Where Customer has a continuous, multiple-display contract (framework contract) with the Publisher and the new advertising material is not submitted to the Publisher until the submission deadline, the previously published advertisement will be automatically published until the new advertising material is delivered to the Publisher taking into account the submission deadline.

Any advertisement or other service the design, text, content or display of which is contrary to the applicable Hungarian legislation or the Hungarian Code of Advertising Ethics, or violates constitutional principles or good morals, or is incompatible with the printed or electronic publication or page serving as the place of publication as edited by the Publisher, or with the style, spirit or quality standard thereof, cannot be published or performed – even if confirmed. Furthermore, no service may be performed if it harms in any way whatsoever the Publisher’s advertising market or business interests.

If the ordered service is an advertisement, it may not use the logo, font or layout of the Publisher, the periodical published or the event organized by the Publisher, and may not in general give the reader the impression that the advertisement is a material prepared by the editorial staff of the respective periodical.

Publisher is entitled to check the subject of the service ordered by the Customer as per the stipulations contained in this section. If Publisher finds that the performance of the ordered service violates any prohibition contained in this section, Publisher is entitled to refuse the provision of the service ordered even if it has already confirmed it.

C.3.). Customer understands that Net Media Ltd. provides the advertising spaces ordered in the campaign via subcontracted external partners in part or in full. Net Media Ltd. warrants that it legitimately sells these outside spaces as per the contract, based on framework contracts concluded with the relevant subcontracted partners.

C.4.). Net Media Ltd. shall not be held liable for any damage resulting from possible errors in the advertisements, or for any damage incurred due to the lack of publishing an advertisement. Net Media Ltd. shall not be held liable for any event preventing performance due to the particular character of the Internet, with special regard to traffic, technical or other circumstances occurring in the Internet network that are generally related to the operation thereof.

C.5.). Net Media Ltd. reserves the right to set special production deadlines in case of special and extra appearances, and thus apply special pricing.

C.6.). Net Media Ltd. reserves the right not to publish or immediately revoke the publishing of materials the character, content, appearance or quality of which violates any legislation, or contradicts the image or concept of Net Media Ltd. and its partners. Customer understands that advertising spaces cannot be transferred or re-sold to any third party. In the event that a third party appears in the advertisement, advertiser shall inform Net Media Ltd. thereof upon placing the order, and shall send the creatives for approval in advance. Net Media Ltd. reserves the right to decide whether to require surcharge for creatives displaying a third party, the amount of which shall be 40 % unless otherwise agreed.

C.7.). In the event that Customer intends to use an adserver other than Gemius or Net Media Ltd's own adserver, and base the account settlement on the data thereof, settlement conditions shall be specified in a separate contract concluded by and between the Customer and Net Media Ltd. In the absence of such agreement, settlement shall be based on data from Gemius AdOcean and the Publisher's own adserver.

C.8.). Publisher shall be liable for damage arising from any modification following the submission of advertisements only if it undertook the modification and confirmed its feasibility in writing. Additional costs arising from modifications after submission shall be borne by the Customer at all times.

C.9.). Customer shall be liable for any and all errors or quality problems resulting from the quality or lack of original materials it submitted.

By concluding the contract, Customer shall unconditionally and irrevocably take over from the Publisher any fines and costs arising from its joint and several liability with the advertiser or advertising service provider as per the Advertising Act, together with any fines, damages and costs imposed on the Publisher or its employee under any other legislation by a competent authority or court decision due to the unlawfulness of the service the Customer intended to order. Pursuant to this assumption of responsibility and debt, instead of the Publisher or any of its employees, Customer shall directly act towards the authorities or third party claimants, and shall pay directly to the authorities or claimants any and all imposed fines, damages and costs when they fall due. Where Publisher has already paid the costs, fines or damages arising from the reasons specified in this section, Customer shall reimburse the amount of such payment to the Publisher within 3 (three) banking days from its notification. In the event that Customer fails to fulfil its aforementioned liability and reimbursement obligation, Publisher is entitled to act as if Customer had failed to pay the due service fee. If with regard to the stipulations of this section, any fines, damages or payment obligations are imposed on the Publisher or its employee, Customer shall pay the amounts specified in the respective first instance decision to the Publisher in full. If pursuant to the second instance decision, the payment in whole or in part of such amount is actually not required, Publisher shall repay to the Customer the remaining part of the amount paid by the Customer within 3 (three) banking days from receiving the second instance decision, attaching a settlement statement thereto.

C.10.). Complaints can be submitted within 14 days from the publication of the respective advertisement. Net Media Ltd. shall accept complaints in writing only.

C.11.). By handing over the required materials in the event that the ordered service contains the Customer's trademark, logo, trade name or any other illustration, sign or text belonging to the Customer's intellectual property, and by handing over the database in the event that Customer provides a database for the provision of the service, Customer expressly grants its consent to the use of such intellectual property by the Publisher for the purpose of performing the service. Customer may not revoke such consent subsequently, and cannot impose further conditions on the use of intellectual property for the performance of the service in addition to those indicated in the order form and in the Publisher's confirmation. By placing the order and by submitting the required materials, as well as by handing over the data and information required for publication, Customer grants its consent to data processing required for the use of such data and information by the Publisher for the purpose of performing the service. This consent may not be revoked or modified subsequently. Customer warrants that it has valid and effective, unrestricted and unconditional right to dispose of any and all elements of image or text contained in the materials it submitted, along with any and all data provided. Customer shall compensate for any damage and cost arising from the violation of this warranty obligation.

D. Data Protection Provisions

D.1.). Customer and Publisher shall declare that throughout their cooperation, they shall comply with the applicable data protection legislation – with particular regard to Act No. CXII of 2011 on the freedom of information and public access to data of public interest (hereinafter referred to as Info Act). Having regard to this, they shall adopt the following provisions for each service.

D.2.). General Rules: If the Customer provides personal data to the Publisher in relation to ordering or providing any service under the contract, Customer shall warrant that the data provided are from legitimate sources, and that Customer has permission from the data subjects or authorization by law for their use – hence for their transfer or publication respectively – as per contract. In relation to such data, Customer shall qualify as the data controller, and unless otherwise agreed by the parties, Publisher shall only process the data. Publisher shall process data thus received solely to perform the service and for the time required, and – except in cases of legal obligation – shall not disclose them or make them available to third parties, and shall irreparably delete them following the performance of the service.

If Customer discloses data to the Publisher for data transfer, this fact shall be recorded in writing, together with the purpose and legal basis of data transfer, the duration, scope and restrictions of data processing and any other significant conditions.

If Customer receives personal data during the performance of the service, Customer shall warrant to process the personal data made available solely for the specified purpose and duration, and in line with applicable data protection legislation.

Customer shall compensate for any damage and cost arising from the violation of the warranty obligation related to the transfer of data and databases.

Newsletter service: unless otherwise agreed by the parties, Publisher provides the service relying on user data stored in its own database, hence Publisher shall qualify as a data controller in this respect. Regarding this, Publisher declares that – except in cases of legal obligation – it shall not disclose the data to the Customer or to any third party, and may only prepare anonymous statistical reports on the number of newsletter recipients if so requested by the Customer.

Market research: If Publisher carries out a market research, it shall not disclose to the Customer any personal data generated during the research. In relation to the research service, Publisher shall qualify as a data controller.

E. Sale of Third Party Advertising Spaces

E.1.). Acting on behalf of a third party advertising publisher, Net Média Ltd. sells advertising spaces to the Customer also on behalf of the publisher of the advertisement (*sale of media advertising space*). The applicable list of spaces sold by Net Média Ltd. within the sale of media advertising space shall be contained in Net Média Ltd.'s media offer (at <https://portfoliocsoport.hu/mediaajanlat>). The provisions of this GTC shall apply to publications performed within the sale of media advertising space, subject to the derogations herein specified.

E.2.). The consideration for spaces sold by Net Média Ltd. within the sale of media advertising space shall be paid to Net Média Ltd. pursuant to the contract between the parties and the rules of this GTC. The publication fee shall be invoiced by Net Média Ltd. With regard to the revenues from the sale of media advertising space, Net Média Ltd. shall settle the accounts with the publisher under contract.

E.3.). If so requested by the Customer, Net Média Ltd. - as the seller of the media advertising space acting on behalf of the publisher of the ordered advertisement - shall report to the Customer on the circumstances of publishing the advertisement, until the last day of the month following the conclusion of the contract. In the event that the advertisement distribution conditions require modification, Net Media Ltd. shall notify the Customer in advance. The modification of the advertising distribution conditions requires the Customer's consent. Net Média Ltd. shall inform the Customer on the changes implemented.

E.4.). As the seller of the media advertising space, Net Média Ltd. may not provide any financial benefit or other allowance - except for price discounts - to the advertising intermediary it is in contract with.

E.5.). Net Média Ltd. has no ownership share in any advertising intermediary (Section 3 i) of the Advertising Act), and no advertising intermediary has ownership share in Net Média Ltd.

F. Final Provisions

F.1.). Publisher shall ensure that Customer reads and understands this GTC by providing reference thereto in the framework contracts, and in case of Customers without framework contract, in the confirmation of the first order, indicating the exact access link. The applicable and complete text of the GTC shall be published on the website of <https://portfoliocsoport.hu> (direct link: https://portfoliocsoport.hu/info/altalanos_szerzodesi_feltetelek_net_media_zrt).

F.2.). In addition to the stipulations of this contract, the mandatory provisions of the Advertising Act, Act No. CIV of 2010 on the Freedom of the Press and the Fundamental Rules on Media Content (Press Act) and Act No. CLXXXV of 2010 on Media Services and Mass Media (Media Act), together with other relating legislation and the regulations of the Hungarian Code of Advertising Ethics shall apply to the service ordered by the customer and to the content and design thereof.

Parties shall endeavour to settle all disputes arising from this agreement in an amicable way. If this fails, they shall subject themselves to the jurisdiction of the Budapest II and III District Court for litigations within the competence of the local court. In case of litigations within the competence of the Regional Court, the jurisdiction regulations of Act No. CXXX of 2016 on the Code of Civil Procedure shall apply. Applicable law: Hungarian law.

These General Advertising Terms of Net Media Ltd. shall apply as of 10 April 2021 until revoked. Publisher shall notify its advertising partners of the GTC amendments with the proviso that with regard to already existing agreements, the GTC in force upon the conclusion of the respective agreement shall apply.

Budapest, 10 April 2021

Sándor Takács

Sales Director

Net Média Ltd.

1033 Budapest, Polgár u. 8-10.

Phone: +36-1-327-4080

Fax: +36-1-327-4081

www.portfolio.hu

www.penzcentrum.hu

ingatlan.portfolio.hu

www.agrarszektor.hu

www.hellovidek.hu

www.infostart.hu