MTVA's General Terms and Conditions for Commercial and Business Activities Related to Content Trading, Publishing and Exploitation

Valid from 6 December 2024

Content

PART I: GENERAL PROVISIONS

1. The "General Terms and Conditions" (hereinafter referred to as "GTC") contain the terms and conditions for the use of commercial services provided by the service provider (Media Services Support and Asset Management Fund; hereinafter referred to as "Service Provider", "MTVA" or "Fund") in the absence of a framework and/or individual contractual provision, as well as in the case of a contractual relationship.

2. In all legal relations connected to the Fund's services listed above, the provisions set out herein (as general terms and conditions) shall prevail, unless otherwise provided by law (e.g. rules on economic or political advertising) or by a framework and/or individual contract.

3. The GTC and its annexes constitute an integral and inseparable part of all contracts, agreements and individual legal relationships relating to the services of the Fund, as detailed in the GTC and listed in the *commercial rates and price lists*[1] published on MTVA's website.

4. Scope of the General Terms and Conditions

   The GTC are a consolidated set of terms and conditions governing the legal relations of MTVA in the following respects:

   - the Fund's advertising and sponsorship services and product placement, certain rules on product placement in content broadcast on public media channels and the screening of potential disguised commercial communications, the placement of political advertising, public service announcements, and issue advertising, as well as other, generally informative placements related to the foregoing (hereinafter collectively referred to as "advertising activities");
   - regulating the lease of the Fund's movable and immovable property at its Kunigunda útja premises, its free capacity for production, its infrastructure (technical equipment, lighting, studio and service premises, as well as costumes, props, furniture, etc.) and its human resources;
   - the terms and conditions for using MTVA's Visitors Centre (hereinafter referred to as the "Visitors Centre" or "Centre") and related services;
   - the rules governing MTVA's content distribution and service activities and the cooperation agreements concluded in this field; and
   - in the case of distance and off-premises consumer contracts (webshop sales) between MTVA as an undertaking and the consumer, the detailed rules of the contract for the sale of products (e.g. photographs) or other items (e.g. figurines, souvenirs) protected by intellectual property rights.

   The Service Provider provides the Service to the Customer on the basis of a written agreement or contract.

   The legal relationship for the provision of the Service is established between the Service Provider and the Customer, which consists of the Service Provider's General Terms and Conditions, as well as the information, the offer, the documents and the Individual Contract provided by the Service Provider to the Customer prior to the establishment of the legal relationship.
   This legal relationship is established by the Customer's acceptance of the GTC containing the Service Provider's offer by making a written declaration of acceptance of the legal relationship.

5. Since MTVA's mission is to facilitate the provision of public service media and news agency services, MTVA acts in its relations with the public media with a view to, and with the highest priority to, the security of broadcasting and the

[1] https://mtva.hu/tartalomertekesites/arjegyzekek/,

precedence of the production and provision of public service media programming and content.

6. The specific terms and conditions detailed in the contracts, orders and other agreements underlying the legal relationships established under the GTC are not part of these GTC, but do not preclude the conclusion of special, individual agreements with parties with whom the Service Provider cooperates in order to sell its services.

Even in the case of an order already confirmed by the Customer, the Service Provider shall have the right to refuse orders in writing or to limit the duration and/or scope of use, or to refuse or suspend the provision of the ordered service, with a corresponding modification of the consideration to be paid by the Customer, in particular with regard to its own programming principles and needs, content protection, business, and organisational interests, as well as in the event of non-payment by the Customer or in the event of debts owed to the Service Provider.

7. Wherever, in the General Terms and Conditions, a single term is used in a particular context introduced by the phrase "hereinafter", such term shall be deemed to prevail in the individual contracts, agreements and inseparable annexes thereto as well.

8. General rules for issuing and settling invoices for services under the GTC:

8.1. The Service Provider shall determine the prices in HUF in the case of a partner based in Hungary, and in the foreign currency agreed in the contract in the case of a foreign partner.

8.2. The due date for payment of the invoice is the 30th (thirtieth) calendar day from the date of issue in the case of bank transfer, or the date of issue in the case of cash payment. In the framework and/or individual contract, the contracting parties may set a different due date.

8.3. The invoice will be issued and transmitted electronically in accordance with the relevant provisions of Act CXXVII of 2007 on Value Added Tax. The Fund shall send the supporting documents to the email address provided by the Customer for this purpose, using enhanced security features as specified in Act CCXXII of 2015 on the General Rules of Electronic Administration and Trust Services or adding its signature. The Customer is required to provide data on invoicing. If inaccurate data is provided, or any technical or other errors and/or omissions are made in connection with the email address, the Customer shall not be relieved of its obligation to pay the invoice or of any other (legal) consequences arising from late payment of the invoice.

8.4. For foreign Customers, the Fund issues invoices in foreign currency by converting the HUF value of the service into the foreign currency agreed in advance at the official exchange rate of the Hungarian National Bank valid on the date of performance. (In the case of continuous performance, the date of performance indicated on the invoice shall be the last day before the invoice is issued.)

8.5. The invoice is considered settled on the day on which the amount is credited to the Fund's bank account by the credit institution that manages the Fund's account.

8.6. In the event of late payment, the Fund is entitled to charge default interest at the rate set out in the GTC/individual agreement, in accordance with the legislation in force.

8.7. The fees indicated in the price lists do not include VAT, which is charged as a separate item in the invoices.

8.8. The fees and costs specified in the order confirmation sent by MTVA to the Customer by email are valid for the purpose, duration and extent of use specified therein.

8.9. If the invoice has been paid in advance before the service was provided, MTVA is required to indicate this fact on the invoice.

8.10. ***All bank and/or other charges related to the settlement of the invoice shall be borne by the Customer.***

9. The Service Provider shall be entitled to unilaterally amend the GTC or the Individual Contract, including the related annexes.

9.1. ***The Customer shall be entitled to terminate the Individual Contract with immediate effect within 30 (thirty) days of receipt of the notice of the unilateral amendment of the contract, without any further legal consequences, except if***

a) the Individual Contract or the conditions for the use of the Service are changed, as a result of said unilateral amendment by the Service Provider, only in a way that is advantageous to the Customer;

b) said unilateral amendment by the Service Provider is of an administrative nature and does not contain any provision to the detriment of the Customer; or

c) said unilateral amendment is expressly based on a change in the law or a decision issued by a public authority or a court.

In the case of unilateral amendment, the following shall not be considered as a modification benefiting the Customer:

- ***changes to the tariffs or packages;***
- ***changes to the range of channels included in the broadcasting service, or if the channels offered before the modification are still available to the Customer after the amendment; or***
- ***changes to the processing of personal data in a way that is not clearly to the Customer's advantage,***

even if the adverse amendments would otherwise be accompanied by beneficial changes.

9.2. The introduction of new services shall not be interpreted as an amendment to the existing Individual Contract or the GTC, given that new services can only be provided to the Customer on the basis of an order, and therefore these new services shall not affect the Individual Contract or the conditions for the use of the Service set out in the GTC for the Customer. If new services are introduced, the Customers shall not have the right to terminate the contract. Similarly, the introduction of any new GTC condition or the amendment of existing conditions which do not affect the Customer's Individual Contract shall not constitute an amendment to the existing Individual Contract.

9.3. An amendment to a contractual term that does not materially alter the rights or obligations arising from the Individual Contract shall not be considered an amendment of an administrative nature.

9.4.

9.5. The Customer is entitled to terminate an Individual Contract of indefinite duration at any time, including in the event of unilateral amendment by the Service Provider, with 30 days' notice, without any adverse legal consequences. If the Service Provider unilaterally amends the GTC after the offer for the Services has been made, in a manner other than as provided in clauses 9.1(a) to (c), the Customer may withdraw from the conclusion of the Contract within 14 (fourteen) days after the disclosure of the GTC, without any adverse legal consequences. Upon conclusion of the contract, the Service Provider shall inform the Customer – by reference to the website – of the amendments to the GTC that will enter into force within 30 days, if the amendments affect the Individual Contract in question. In this case, given that the Customer enters into the Individual Contract being aware of the changes, it shall not be entitled to terminate the Contract in response to the amendment of the GTC.

9.6. ***In the event of a dispute, the Service Provider is required to prove that the unilateral amendment changes the Individual Contract or the conditions for the use of the Service only in a way that is advantageous to the Customer, or that the unilateral amendment is merely administrative in nature and does not contain any provision that is disadvantageous to the Customer.***

9.7. If the Customer has concluded a fixed-term Individual Contract in view of the resulting discounts, and terminates the contract before the expiry of the fixed term due to the unilateral amendment of the contract by the Service Provider, the Customer shall be required to refund the discount used.

10. The Fund is entitled to use an intermediary (contractor, agent, fulfilment partner) for its activities, for whom it is liable as if it acted itself.

11. The limitation period for the Service Provider's claim shall be interrupted by any notification (e.g. an account statement), request for performance, or request for the provision of any data sent to the Customer. The Service Provider may validly make this declaration to the Customer from any electronic mail address with the @mtva.hu domain.

12. If the Service Provider amends the GTC, the Individual Contract or any annexes thereof, the amendment shall also apply to orders already received, whether confirmed or not, provided that the Customer fails to make a statement to this effect within the time limit specified in the GTC.

13. General liability rules

13.1. ***The Fund shall be liable for damages resulting from defective performance only up to the amount of the consideration specified in the individual contract governing the Service, less any discounts or rebates.***

13.2. ***The Fund shall not be liable for indirect damage (i.e. damage in excess of proven direct pecuniary damage) under any circumstances. The limitation of liability provisions do not apply to intentional breach of contract or to breach of contract causing damage to life, physical integrity, or health***.

14. The Customer shall be directly liable for any claims made by third parties – in particular for claims related to copyright and/or neighbouring rights or rights relating to personality, including the protection of personal data – in connection with the use of real estate and/or movable assets and/or human capacities rented from MTVA, and MTVA or Duna Médiaszolgáltató Nonprofit Zrt. shall not be liable in this regard. Determination, amount and payment of penalty.

14.1. ***General rules: In the event of late or defective performance of the individual contract, the Service Provider shall be required to pay a penalty if, for reasons attributable to it, it fails to perform, or does not perform in accordance with the contract***

14.2. Civil law claims arising from contracts are subject to a limitation period of 5 years from the date of defective performance.

14.3. The Customer's obligation to pay the penalty shall be based on the fee for the service, according to the time unit specified in the contract.

15. In the case of news use, the original rights owner (e.g. foreign partner news agency) has the right to take direct action (assert a claim) against the Customer to protect its rights, to withdraw or suspend the Customer's use of the source content, as well as to assign or transfer the obligations arising from the legal relationship, with the Customer remaining liable to the rights owner for any breach of its obligations under a contract. Upon the written request of the partner news agency, the Service Provider may assign to the partner news agency any rights to which the Service Provider is entitled under the Individual Contract concluded with the Customer, and, following such assignment, shall cooperate fully with the partner news agency in any proceedings or actions relating to such Individual Contract, at the expense of the partner news agency.

16. General data protection rules

16.1. By placing the order, the Customer declares that they have read and understood the current Privacy Policy of MTVA that is accessible to anyone on the MTVA website, and

that they, and the persons acting under an employment contract concluded with them or acting under other legal relationships who are involved in the performance of the contract, acknowledge that they are bound by it and that they will comply with the provisions contained therein. The Customer acknowledges that MTVA processes all personal data provided to it in connection with the conclusion (including, in particular, written or verbal communications regarding the order, the administration and documentation of the order, etc.) and performance of the contract in accordance with Articles 6(1)(b), (c) and (f) of the GDPR. By placing an order, the Customer acknowledges that MTVA, in accordance with the cooperation agreements concluded between the public service media provider and MTVA as well as the applicable legislation, shall, if necessary, forward the data provided by the partner to the public service media provider, which shall be entitled to forward the data to the authorities if required by law.

16.2. By signing the contract (including in the name and on behalf of persons who are in an employment relationship with the Customer), the Customer expressly acknowledges that MTVA is entitled to transfer the personal data processed by it to a lawyer, auditor or payroll and human resources service provider (data processors) in order to perform specific tasks arising in connection with the legal relationship. The Customer declares that it will lawfully process the personal data necessary for the performance of the contract, in particular the personal data collected directly by the Customer, and that it guarantees the lawfulness of the processing of any personal data sent to MTVA, and that the data subjects of said personal data have been informed in accordance with the applicable legislation. The Customer shall be liable for any damages arising from the unlawful processing of personal data or from the processing of personal data provided to MTVA, and MTVA shall not be liable for any such damages. With regard to the assets entrusted to it pursuant to Section 137/A of the Media Act, this legal relationship may only be established with a natural person or a transparent organisation as defined in Section 3(1)(1) of the National Assets Act, the quality of which is guaranteed by the Customer, who is required to provide MTVA with a statement to this effect.

17. Force Majeure

17.1. The Service Provider shall not be liable for damages that were unforeseen at the time of conclusion of the contract, that are beyond its control, and that occur due to external causes, in relation to which it could not have been expected to avoid the circumstances that impeded the performance of the contract or to avert the consequences of such damages (Force Majeure).

17.2. A cause or circumstance, such as weather, war, fire, strike, or power outage, over which neither the Service Provider, nor the Guest, nor the contracting party have control (Force Majeure), exempts either party from fulfilling their obligations under the contract until such cause or circumstance ceases to exist.

18. Final provisions

18.1. The place of performance is the place where the Service Provider provides the service.

18.2. MTVA and the parties shall endeavour to settle any disputes arising from the legal relationship established between them amicably through conciliation or, if necessary, by recourse to mediation.

18.3. ***If the resolution of the dispute requires recourse to litigation procedure, the court having jurisdiction over the matter as stipulated by the parties in the Individual Contract has exclusive jurisdiction, except in the case of exclusive jurisdiction or jurisdiction provided by law, and in the absence of such a provision, the court having jurisdiction at the place of MTVA's registered office shall be the court having exclusive jurisdiction by virtue of the stipulation.***

18.4. The provisions of the Hungarian Civil Code shall apply mutatis mutandis to matters not covered by the GTC and the contract between the parties. The legal relationship between the Service Provider and the Guest shall be governed by Hungarian law.

18.5. ***In view of the public service media provider's task as set out in Section 83(1)(m) of the Media Act or, as expressed more elegantly, in clause I.5 of the GTC, the Customer expressly accepts and acknowledges, by accepting the GTC, the contractual conditions set out in the GTC which MTVA's partner news agencies impose on their contracting partners. The partner news agencies (may) reserve all rights to the source content and their own trademarks.***

18.6. ***No text and data mining is allowed with regard to the use of the content made available to the Customer by the Service Provider. In particular, reproduction, adaptation, or other use by or in artificial intelligence systems is not permitted in the context of content use.***

It is strictly prohibited to mine, extract or use the content made available on the platform with any artificial intelligence system, including but not limited to machine learning models, natural language processing algorithms and any other automated data processing systems. AI data scraping, AI data crawling[2] and/or any form of automated data mining are prohibited.

Reproduction, distribution or any other use of the content for the purpose of training, testing or developing artificial intelligence systems is expressly prohibited.

Any attempt to incorporate the content into artificial intelligence systems, whether for commercial, scientific, research or any other purpose, is a direct and serious violation of the GTC.

19. These General Terms and Conditions are valid for an indefinite period from the date of their publication.

20. Pieces of legislation applied in MTVA's commercial contracts:

- Act CLXXXV of 2010 on Media Services and Mass Communication – hereinafter referred to as the "Media Act";
- Act CIV of 2010 on Freedom of the Press and the Fundamental Rules of Media Content – hereinafter referred to as the "Press Freedom Act";
- Act XLVIII of 2008 on the Basic Requirements and Certain Restrictions of Commercial Advertising Activities – hereinafter referred to as the "Advertising Act";
- Act LVII of 1996 on the Prohibition of Unfair and Restrictive Market Practices – hereinafter referred to as the "Unfair Practices Act";
- Act XXXVI of 2013 on Electoral Procedure – hereinafter referred to as the "Electoral Procedure Act";
- Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information – hereinafter referred to as the "Information Act";
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC – hereinafter referred to as the "GDPR";
- Act CVIII of 2001 on Electronic Commerce and Information Society Services;
- Act V of 2013 on the Civil Code – hereinafter referred to as the "Civil Code";
- Act LXXVI of 1999 on Copyright – hereinafter referred to as the "Copyright Act";

[2] This operation primarily collects and organises URL metadata, while "scraping" typically involves copying the entire content of other web pages and making it available via a different URL.

- Act CXCVI of 2011 on National Assets – hereinafter referred to as the "National Assets Act";
- Act XCIII of 2016 on Collective Management of Copyright and Related Rights – hereinafter referred to as the "Collective Management Act";
- Act CLV of 1997 on Consumer Protection – hereinafter referred to as the "Consumer Protection Act";
- Government Decree 151/2003 (IX. 22.) on the mandatory guarantee applicable to certain consumer durables;
- NGM Decree 19/2014. (IV. 29.) of the Minister for the National Economy on the procedural rules for handling consumer warranty and guarantee claims concerning movable goods sold under a contract between a business and a consumer;
- Government Decree 45/2014 (II. 26.) on the detailed rules of contracts between consumers and businesses.

PART II: CONCEPTS

21. Service Provider: the entity providing the Services or Content under the Individual Contract; in the legal relationships established through the webshop, the indicated legal entity operating the Website and selling the product offered on the Website. In MTVA's commercial contracts, this shall, in all cases, be understood as referring to MTVA.

22. Customer: the recipient or user of the Services provided by the Service Provider; the user or recipient of the Content provided by the Service Provider; the purchaser of the products sold by the Service Provider – i.e. the person who enters into a contract with the Service Provider to purchase the products offered on the Website and purchases products within the framework of such contract – or the natural person or legal entity or unincorporated business entity ordering and/or providing consideration for the same, regardless of whether it acts directly on its own behalf or on behalf of another person, i.e. a third party.

23. Third party: any natural person or legal entity or unincorporated business entity that uses the services resulting from this contract, received or taken over from the Customer, for its own purposes or for the purpose of providing additional services, or any other natural person or legal entity or unincorporated business entity other than and separate or distinct from the Service Provider and the Customer, in particular those not specified in the contract.

24. Individual Contract: a document containing the specific terms of the agreement and the content of the Parties' legal relationship not specified in the GTC, the clauses contained therein, as negotiated, approved, and signed by the Parties. The Service Provider shall provide a document template for the Individual Contract to be completed by the Parties.

25. Guest: a person who, under a contract with MTVA, enters the premises of MTVA with MTVA's permission in order to use MTVA's services, such as the Visitors Centre, archive research, etc., and who considers themselves bound by MTVA's house rules and other relevant rules.

26. Visitor: a person who accesses and views the Website without placing an order.

27. Parties: collectively, the Service Provider interested in concluding the contract and – depending on the subject of the contract – the Customer/Guest/User/Consumer.

28. Service: all obligations undertaken by the Service Provider in the contract.

    28.1. For advertising services

        28.1.1. Advertisement: any commercial communication (in particular advertising and sponsorship services or product placement), political advertising, public service announcements, or issue advertising, or any other information related to the foregoing, usually for information purposes, ordered by the Fund.

        28.1.2. Campaign: the broadcast of communications on the basis of an order, regardless of the number of placements.

        28.1.3. Commercial communication: media content that is intended to promote, directly or indirectly, the goods, services, or image of a natural person or legal entity engaged in commercial activities. Such content accompanies or is included in media content for payment or similar consideration, or for self-promotion. Forms of commercial communication include, but are not limited to, commercials, display of the sponsor's name, trademark, image or product, teleshopping and product placement.

        28.1.4. Public service announcement: information broadcast without remuneration received from an organisation or person performing a public or municipal function, or by an institution maintained or managed by the State, which conveys specific information of public interest with a view to attracting the attention of viewers or listeners, and which does not constitute political advertising.

        28.1.5. Commercial: communication, information or method of display that qualifies as a programme, which is aimed at promoting the sale or other use of a movable tangible property – including money, securities and financial instruments as well as natural resources that can be utilised as capital goods –, services, real estate,

property rights or, in connection with this purpose, at popularising the name, designation or activity of an enterprise, or at boosting the awareness of a product or product designation.

28.1.6. Commercial break: a self-contained advertising period in or between programmes or broadcast content, the beginning and end of which are indicated and separated from other parts of the programme by cue markers (signals).

28.1.7. Spot: a specific stand-alone advertisement published in a radio or television commercial break, the length of which is specified in the Individual Contract.

28.1.8. Sponsorship: commercial communication as defined in Section 203(63) of the Media Act; any contribution made by an undertaking to the effect of financing a media service provider or a programme with a view to promoting its name, trademark, image, activities, or products.

28.1.9. Issue advertising: a call or message of public interest, other than political advertising, which does not involve any commercial interest, serve advertising purposes, whether or not for consideration, and is intended to influence the viewer or listener of a media service in order to achieve an objective of public interest.

28.1.10. Virtual commercial: advertising inserted into the programme signal or in the programme by digital technology or by other means.

28.2. For content trading services

28.2.1. News agency service: any real-time or archival news, photo, graphic, or audio news, database or technical service provided by the Service Provider to the Customer from the Photo Archive, Press Database or Article Library of the public media property managed by the Service Provider, or by way of, or with the assistance of, Duna Médiaszolgáltató Nonprofit Zrt.

28.2.2. Film archive service: any archive or real-time moving image or technical service provided by the Service Provider to the Customer from the motion picture archives (Film Library) of the public media property managed by the Service Provider or from the television media service of Duna Médiaszolgáltató Nonprofit Zrt.

28.2.3. Sound archive service: any archive or real-time voiced, audio or technical service provided by the Service Provider to the Customer from the prose archives és programme document repository or music archives and music score repository (Sound Library) of the public media property managed by the Service Provider or from the radio media service of Duna Médiaszolgáltató Nonprofit Zrt.

28.3. For sales via webshop

28.3.1. The service offered by the Service Provider on the Website and, when ordered, provided electronically to remote customers for a fee, to which the Customer has individual access also as a Product.

29. Internet: where the term "internet" is used in the GTC, it is understood to include any connection between networks using any wired or wireless (e.g. Wifi or mobile internet) IP data transmission technology, or any interface for displaying information transmitted over such a connection (also as "online")

30. Specific terms used for advertising services:

30.1. According to the subjects used in the contract:

30.1.1. End client: an advertiser or sponsor on whose behalf the broadcast of the advertisement is ordered by an agency;

30.1.2. Advertising intermediary: a natural person, legal entity or unincorporated entity carrying out an activity (except the provision of advertising services) on the basis of an intermediary contract with an advertiser, with a view to facilitating the conclusion of a contract for the broadcast of commercials;

30.1.3. Advertiser: a natural person, legal entity or unincorporated entity in whose interest the commercial is broadcast or the product is displayed;

30.1.4. Advertising service provider: a person or entity who, in the course of their independent economic activity, creates or produces the commercial or Advertisement, or provides other associated services;

30.1.5. Sponsor: a natural person, legal entity or unincorporated entity in whose interest the commercial is broadcast or the product is displayed;

30.1.6. Agency: a person or entity who orders the broadcast of an Advertisement in the name and for the benefit of another, or in its own name for the benefit of another ("advertising intermediary", as defined in the Advertising Act);

30.2. Numerical concepts used in the contract:

30.2.1. AV (ad view): the number of times an advertisement is seen online (on the internet);

30.2.2. CPM/CPT (Cost Per Mille/Thousand): online (web-based) advertising metrics, cost per thousand impressions;

30.2.3. CPP (Cost Per Rating Point): the cost of reaching one per cent of the target group;

30.2.4. CT (click through): the actual activation of a link or banner, meaning that the visitor actually visits the linked page;

30.2.5. GRP (Gross Rating Point): cumulative reach for a given target group;

30.2.6. GRP guarantee (for TV broadcasts): delivery of the GRP quantity agreed in the order confirmation with the understanding that even if the campaign reaches a higher value, the consideration specified for the ordered quantity will be charged, but if the campaign reaches a lower value, consideration for the actual quantity will be charged. The Parties may lay down different provisions in the framework and/or individual contract;

30.2.7. Efficiency multiplier: the premium applied to sponsorship appearances;

30.2.8. Rating: the average percentage of viewers within the target group in the minute in which the spot was broadcast.

30.3. Economic concepts used in the contract

30.3.1. Minimum net commitment: the total consideration, excluding VAT but including the agency discount, that the Customer undertakes to spend on advertising on the Fund's platforms for the year in question (the campaign countervalue applicable to orders during the year is determined on the basis of this amount);

30.3.2. Minimum net net commitment: the total consideration, excluding VAT and less the agency discount, that the Customer undertakes to spend on advertising on the Fund's platforms for the year in question (the campaign countervalue applicable to orders during the year is determined on the basis of this amount);

30.3.3. Net price: the total consideration excluding VAT, less other discounts except the agency discount;

30.3.4. Net net price: the net price less the agency discount;

30.3.5. Rate Card: list price, tariff price;

30.4. Target group: the part of the total population that is the primary target of a given campaign;

30.5. Channel: the television and radio platforms (linear media services) in MTVA's sales portfolio;

30.6. Duo spot: two spots of the same or different lengths within a single order from a single customer in a single commercial break;

30.7. Prime time reduction: specifying a shorter interval than the time interval specified as the prime time;

30.8. GRP tracking: continuous monitoring by the Fund of the evolution of the viewership performance of campaigns (in case of expected overperformance, part of the confirmed airtime is cancelled; in case of underperformance, additional broadcasts will be made depending on the possibilities);

31. Specific terms used for content trading services:

31.1. Content: all news or other textual material, graphics, photographs, moving images or audio material transmitted or made available to the Customer, which constitute the Service provided by the Service Provider to the Customer.

31.2. Other terms used for news agency photo content:

31.2.1. Photo content: photographic artwork with Hungarian or English text, made available to the Customer via MTVA's IT systems and selected from press photos constituting the proprietary rights of the Service Provider and from the photo offerings of international news and photo agencies (hereinafter referred to as "photo" or "press photo").

31.2.2. Recent press photo: a photo issued by the Service Provider through the system specified in the contract and no older than thirty (30) days from the date of issue.

31.2.3. The criteria for differentiating between photos based on theme, usage rights or time periods, which determine the value of a particular photo, are set out in the price list or the contract.

31.2.4. Partner news agency: the rights holder producing the news content under a contract with MTVA and/or the public service media provider, who has published the textual news material in the news feed (i.e. the source content) and has provided it to MTVA and/or the public service media provider for use and further licensing within the framework of a contract, and to whom MTVA refers as a source when publishing the news content.

31.2.5. Source content: the original news content that MTVA has received from its partner news agency, has processed and will publish as a source in MTVA's own news feed.

31.3. Numerical concepts of content trading services:

31.3.1. Price list: a consolidated and formalised set of fees and conditions for services and products.

31.3.2. Charge validity period: the period of validity of the subscription charges, as stipulated in a contract, which is defined by the first and last day of validity.

31.3.3. Concepts related to the broadcasting distribution fee:

a) Subscriber: a natural person, legal entity, or other organisation who is entitled to receive the Programme on a linear basis through the service of the Broadcaster.

b) Subscriber report: data required to be provided by the Broadcaster to the Service Provider, indicating the number of Subscribers entitled to receive the service containing the Programme during the period in question.

c) Linear media service: a programme service offering simultaneous access to a programme schedule, the structure and timing of which is created and determined by the broadcaster.

d) Must carry: the must-carry obligation for public service media services stipulated in Section 73(1) of the Media Act.

e) Programme: television and radio channels operated by MTVA on behalf of Duna Médiaszolgáltató Nonprofit Zrt.

f) Distribution fee: the fee(s) paid by the Broadcaster to the Service Provider for the distribution of the Programme pursuant to Section 80 of the Copyright Act.

g) Broadcasting: electronic communications services through any transmission system where analogue or digital broadcasting signals produced by a media service provider are transmitted from the media service provider to the subscriber's or user's receiver, regardless of the transmission system and technology used, including services to which the subscriber has access in return for a separate fee or for a fee bundled with the fees for other electronic communications services.

h) Broadcaster: a natural person or legal entity providing Broadcasting as a technical service to the Subscriber.

32. Basic concepts used in webshop sales

32.1. Website: the official National Archives Website operated by the Service Provider, where it offers and sells product(s) through its Webshop.

32.2. User: a natural person or legal entity who accesses the content of the Website.

32.3. Consumer: a natural person or, in the light of established case law, a legal entity acting for purposes outside the scope of their trade or business, who purchases the product and/or service ordered on the Website solely for their own consumption or use, acting for purposes outside their trade or business, without the intention of reselling the product/service.

32.4. Cart: the part of the Website where the Customer can place the products that they wish to purchase at the time of placement or at a later date.

32.5. Sale price: the actual sale price of the Product offered for sale by the Service Provider, indicated in HUF; the purchase price of the Product to be paid by the Customer, including VAT and any other taxes (purchase price).

32.6. Previous Price: if a price reduction is applied, the Service Provider will display the previous price of the Product offered for sale on the Website (strikethrough price). The previous price means the lowest price applied by the Service Provider to the Products offered for sale on the Website during a period of not less than 30 days prior to the use of the price reduction. If the Product has been available on the Website for less than 30 days, the previous price shall be the lowest price applied by the Service Provider to the Product during a period not shorter than 15 days preceding the use of the price reduction. If the rate of reduction is gradually increased, the previous price is the price before the first application of the reduction. The Previous Price will not be displayed for general quantity/value-based discounts and other non-price related marketing strategies (e.g. free gift with purchase, free shipping, three for two, buy one get two deals).

32.7. Contract: concluded between the Service Provider and the Customer regarding the sale/purchase of products displayed on the Website, as per the GTC, without the Service Provider and the Customer being simultaneously physically present, and is therefore considered a contract concluded between absent parties. The language of the contract is Hungarian. The contract is not a written contract.

32.8. Order: the Customer makes a purchase offer to the Service Provider for one or more Products on the Website, which the Service Provider accepts or rejects in an email confirmation.

32.9. National Photo Library: a collection of colour and black-and-white photographs about Hungary, in possession of MTVA, forming part of the MTVA Archives, in a format searchable by category. It is a continuously expanding digital collection of photographs taken by the Photo Editorial Office of The National News Agency and its predecessors in the period between 1910 and 1990, which are the property of MTVA. The National Photo Library also contains images taken by external photographers, which are only distributed by MTVA/MTI, the rights being owned by the photographers.

32.10. My Account: during the purchase, the Customer may register a My Account on the Website in order to save their login details (email, password) for future purchases.

32.11. Balance: exclusively for the purchase of images from the National Photo Library, the Customer may, prior to the purchase, upload an amount of their choice to their Balance in their Account, from which they may later pay for the Product in the Cart up to the amount of the Balance, even in multiple purchases.

32.12. Package: exclusively for the purchase of images from the National Photo Library, the Customer can choose between four different digital Packages by clicking on the Packages tab: Small (HUF 5000 + 20% gift), Medium (HUF 15 000 + 40% gift), Large (HUF 30 000 + 50% gift), and Business (HUF 100 000 + 50% gift). Registering on the platform is a prerequisite for purchasing a package.

32.13. Gift card: a card that can be purchased for various occasions (Christmas, birthday, etc.), which can be topped up with any amount of money, and the balance of which can be used to purchase products from the Webshop.

32.14. Coupon code: if the Customer receives a coupon from the Service Provider or one of our partners which is redeemable in the Wesbhop, the coupon code can be validated on the Cart page. After entering the coupon code, the total amount payable will be modified by the amount of the coupon.

PART III: ADVERTISING ACTIVITY

33. Pursuant to the Media Act and the related Hungarian legislation in force, as well as the legal relationship between the Fund and the public service media provider established according to these, the Fund is entitled to broadcast the Advertisements ordered on the public service media provider's platforms, be they linear or non-linear media services, and on any platform specified in the individual contract, as well as on other platforms used for the display of public service content (hereinafter also collectively referred to as "Platform").

34. ***Based on the legal relationship between the Fund and the public service media provider, the Fund is also entitled to enforce claims arising from the possible infringing nature of the Advertisements broadcast on the latter's Platforms, and to act on behalf of the public service media provider in proceedings initiated in such cases. Accordingly, the damage suffered by the Fund, or the fine imposed on it, etc., shall be understood to include the damage suffered by, the fine imposed on, etc., the public service media provider.***

35. Customer's obligations related to indemnification and liability for damages:

35.1. If the Fund is held liable in connection with the Service by the Media Council or any other authority or court, in particular for the following:

- facts stated in the commercial communication or the Advertisement;
- the qualitative, quantitative or any other conformity of a product (a movable tangible property, including money, securities and financial instruments or natural resources that can be utilised as capital goods), service, property, or property right (hereinafter collectively referred to as "Goods");
- infringement of the provisions of the Press Freedom Act or the Media Act on commercial communications;
- violation of the rules of the Advertising Act and/or the Unfair Practices Act or any other piece of legislation;
- infringement of the Electoral Procedure Act;
- infringement of the right to the protection of personal data under the GDPR or the Information Act;

the Fund shall be entitled to enforce all adverse legal consequences, in particular the full damage suffered by the Fund (or the public service media provider) as a result of condemnation, against the Customer or those jointly and severally liable with it. The Customer shall be liable for any adverse legal consequences in connection with the Service (for the purposes of this clause, the Customer shall also be understood to include the persons jointly and severally liable with the Customer). Accordingly, the Customer shall transfer the total amount of the pecuniary and non-pecuniary damage suffered by the Fund (or the public service media provider) as a result of the infringement to the account number indicated by the Fund within 5 (five) working days of the Fund's notice to this effect.

35.2. If the Fund (or the public service media provider) is ordered to pay a fine or otherwise becomes liable to pay a fine (including joint and several liability under the law) in connection with the Service, the Customer shall, in order to remedy the damage, pay the fine or fulfil any other payment obligation, regardless of any appeal against the decision, before the deadline for payment specified in the respective decision, as per the notification sent by the Fund – to which a copy of the decision imposing the fine or other payment obligation is attached – within the deadline set by the Fund, and to the bank account specified by the Fund.

35.3. If, on account of a decision of a public authority or a court or other body, proceedings are initiated and this results in a reduction or annulment of the payment obligation, the Fund shall reimburse the amount concerned in whole or in part, depending on the content of the decision, after the decision has become final and, in the case of an

extraordinary appeal (review request), after the review decision has been communicated. This paragraph shall also apply mutatis mutandis in cases where the Fund has refused to comply, with the understanding that a decision shall be construed to include a payment notice addressed to the Fund (or to the public service media provider) by any third party.

35.4. ***In the case of commercials advertising goods that are subject to prior quality inspection or conformity certification as defined in the applicable legislation, the Customer shall declare to the Fund, directly or through the agency, that the inspection has been carried out and that the goods may thus be placed on the market, and the Customer shall send the Fund a copy of the marketing authorisation for the goods. If the goods are not subject to prior quality control or conformity certification, this must be stated in the declaration. Without such a declaration, no commercial may be broadcast.***

35.5. ***The Customer, the Advertiser, the Sponsor, and all those on whose behalf the Advertisement is ordered, as well as the Agency and the Advertising Service Provider, shall be unconditionally, fully and jointly liable for the authenticity of the content of the Advertisement transmitted to the public and its compliance with the law (including, in particular, any legal provisions relating to commercial advertising, and the protection of copyright, neighbouring, and rights relating to personality), and MTVA's liability towards them shall be excluded.***

35.6. ***The Fund may request the Customer to indicate the age rating of the commercial in accordance with the Media Act If the commercial is broadcast in the place indicated in line with the Customer's rating, the Customer shall have full liability for the breach of the legal provisions applicable to broadcasting, and the relevant provisions set out in clause 34 of the GTC shall apply.***

35.7. The Customer shall not be liable for any adverse legal consequences suffered by the Fund (or the public service media provider) in connection with the Service only if the Media Council or other authority has imposed a fine or has applied other adverse legal consequences for exceeding the advertising time limits, provided that the limits have not been exceeded because the Customer delivered a longer spot than the one indicated in the order.

35.8. ***The Customer shall be directly liable for any claim made by a third party in connection with a commercial communication, in particular in relation to copyright and/or neighbouring rights, or rights relating to personality, including the protection of personal data, and the Fund (or the public service media provider providing the communication to the public) shall not be liable in this regard. As the Customer is directly liable, a third party who makes such a claim may contact or sue the Customer directly. Upon request by the person concerned or MTVA, the Customer shall be required to participate in the proceedings as the obligated party, and MTVA may refer the third party directly to the claimant, accompanied by a notice regarding the Customer's direct liability.***

36. Customer acting as an agency

36.1. If the Customer acts as an agency on behalf of the end client (advertiser, sponsor), before the first order is placed, the Customer represents and warrants in a framework contract or a separate declaration:

- that they act on behalf of their end clients under a contract concluded with their end clients for the broadcast of the Advertisement;
- that the right of representation extends to the conclusion of the contract for the broadcast of the Advertisement (including the framework contract, its supplements and contracts effected by placing an individual order and acceptance) on behalf of the end client, the amendment thereof and the acceptance of performance, including the receipt of the invoice for the same; and

- that MTVA may validly make its declarations in relation to the Advertisement ordered to the Agency (as the representative of the end client).

36.2. An agency is only entitled to order Advertisements if it has a right of representation under its agency agreement with the advertiser (end client).

36.3. If the Customer is not acting in their own name and does not have a valid agency framework agreement, they must guarantee in a separate declaration, at the same time as placing the order, that they are authorised to conclude and amend the contract, and to accept performance in the name and for the benefit of the represented person.

37. By submitting an order, the Customer accepts the provisions of the Fund's Privacy Policy.

38. The Customer shall, before the start of the service,

- settle the royalties of the Advertisement for the use of certain works and neighbouring rights for advertising purposes and/or uses involving adaptation;
- enter into prior agreements with the rightholders for such uses; and
- if the work is considered by the copyright holder and the Customer to be a work commissioned for advertising purposes – only in terms of its use in advertising –, the rightholders must notify the collective rights management organisation involved about the agreement concluded to this effect [Section 63(4) of the Copyright Act].

39. The Customer shall report to the Fund the data related to usages subject to collective rights management[3].

40. Requesting a quotation and placing an order for the Fund's advertising activities

40.1. Requesting a quotation

At the same time as requesting a quotation for the broadcast of the Advertisement, the Agency shall send to MTVA a declaration or power of attorney issued by the Advertiser confirming that the Agency is authorised to request a quotation on its behalf (acting in its name).

40.2. Placing an order

40.2.1. Orders must be submitted in writing (including by email) to the Fund's Sales Office no later than as specified in this clause.

40.2.2. ***Formal requirements for the order:***

The order must include:

- the name of the Customer,
- the Customer's registered office or permanent domestic establishment,
- the Customer's tax number and other company identification details (including, for agencies, the same details of the end client), as well as its contact details,
- the exact details of the Advertisement (its duration, designation enabling its identification, its title),
- the requested time slot or time of broadcast, indicating the channel, publication, Teletext, or internet platform, the location and any additional requests concerning broadcasting,
- ***individual orders placed under an existing framework agreement must include the base price specified in the framework agreement, as well as the discounts and surcharges to be granted to the Customer.***

40.2.3. Deadline for receipt of orders:

a) For **TV** broadcasts

[3] In the circumstances defined in Section 17 of the Collective Management Act, in accordance with Section 25 of the Copyright Act.

ai for a **spot campaign**

Month of the campaign launch	**Deadline for receipt**
January	3 December of the previous year
February	4 January
March	1 February
April	3 March
May	1 April
June	3 May
July	2 June
August	3 July
September	1 August
October	2 September
November	3 October
December	2 November

If the last day of the deadline falls on a weekend or a public holiday, the deadline for receipt of the order expires on the first working day after the deadline.

For orders received after the deadline, the Fund may apply a surcharge. The Fund shall inform the Customer in writing of the application of these surcharges on each occasion.

These order deadlines do not apply to major international sporting events!

If, upon receipt of the order, the Fund becomes aware that the campaign is unfeasible, it shall inform the Customer immediately; in such case, the Fund shall be entitled to refuse the order.

aii For **sponsorship, product placement, social advertising, public service announcements, political advertising and other advertising**, the order requires individual agreement between the parties.

aiii For orders placed via **radio, Teletext or the internet** (except for sponsorship and product placement):
7 (seven) working days before first broadcast. These order deadlines do not apply to major international sporting events!

40.2.4. Acceptance or rejection of the order:

a) The Fund shall notify the Customer in writing (including by email) of the acceptance of the order or of its unilateral decision to reject the order for legal, professional, ethical, and/or other reasons set out in the GTC, without an obligation to state the reasons.

ai For TV broadcasts

The Fund shall provide written confirmation of all orders placed for any television broadcast no later than 14 calendar days *(in the case of M4 Sport and M4 Sport+, 3 calendar days)* before the broadcast, or notify the Customer in writing of any obstacles to or the conditions of acceptance of the order within 5 (five) working days *(in the case of M4 Sport, 1 working day)* of receipt of the order. The Individual Contract is concluded between

the parties upon confirmation of the order. If no response to the confirmation is received from the Customer within 3 (three) working days, it shall be deemed accepted.

aii For orders via the Teletext distribution system, internet or radio platform:

In the case of Teletext, internet or radio orders, the Fund will provide written confirmation no later than the working day preceding the broadcast.

By confirming the order, the Fund undertakes to broadcast the Advertisement that is suitable technically and in all other respects for broadcasting and placement; however, it cannot assume any responsibility for the quality of reception.

b) The Fund may reject the order in cases beyond the foreseeable unfeasibility of the campaign:

bi if it fails to comply with the formal and/or substantive requirements set out in clause 39.2.2 and subclause (a) of clause 39.2.3 of this Chapter; or

bii if it arrives after the deadline, or;

biii if the Customer fails to meet its payment obligations arising from any legal relationship with the Fund despite a written request from the Fund to this effect and within the time limit set out in such request (this reason may be a ground for the refusal or suspension of delivery, in the absence of a refusal to accept the order); or

biv if the GRP specified in the order and indicated by the Customer cannot be met on the Fund's media platforms during the period covered by the order (unrealistic weekly GRP or GRP not corresponding to the time of day) (if the order has already been confirmed by the Fund and non-fulfilment becomes apparent during delivery, an invoice may only be issued in accordance with actual delivery);

bv in the case of sponsorship or product placement, for reasons of sectoral conflict (in such cases, sector exclusivity is ensured; MTVA handles orders in the order of receipt);

bvi in the case of sponsorship (including prize draws) or product placement, if the order is not closely related to the theme or the programme. (The editors of the programme may reject the Customer in justified cases, conditional upon prior consultation.);

bvii if the product or service specified in the order or the advertising message does not belong to the target group specified in the order or is not compatible with the Channels' themes or value profile;

bviii if, based on its content, the order is contrary to public taste, morality or public health, or its broadcasting is contrary to the law or calls for the violation of the law or violates fundamental principles of the Fundamental Law;

bix if it is prejudicial to the reputation or business interests of the public media organisations, if it is directed against any public media organisation or its employees, the public service media provider, the Media Service Support and Asset Management Fund or any other organisation of the public service media as defined by law, or if it may directly or indirectly harm the advertising and/or business interests of such persons;

bx if the content is unlawful or capable of, including but not limited to, violating individual rights, human dignity, honour or reputation, or violating rights to the protection of privacy, confidentiality or personal data, or violating intellectual property rights or rights to trade secrets, or misleading consumers, or constituting unfair market conduct;

bxi if the content expresses racial discrimination, is offensive to minorities, or is likely to incite hatred;

bxii if it contains a manifest falsehood;

bxiii if the product or service to be advertised is not clearly identifiable, or the product or service to be advertised is not the same as the one marketed;

bxiv if the identity of the Customer cannot be clearly identified; or

bxv if it is objected to in any way by the NMHH or any other competent authority, or is contrary to the NMHH's regulations, guidelines or resolutions.

40.2.5. Order cancellation

a) In the case of an order for TV broadcast, the Customer may cancel the order earlier than 21 (twenty-one) calendar days before the first broadcast time confirmed without any consequences. Thereafter, the Customer will be liable to pay a penalty, which will be calculated as a proportion of the value of the Service as stated in the confirmation, as follows:

in the event of cancellation within 15 to 21 calendar days:	25 %
in the event of cancellation within 8 to 14 calendar days:	50 %
in the event of cancellation within 0 to 7 calendar days:	100 %

b) In the case of an order for radio or Teletext broadcast, the Customer may cancel the order earlier than 6 (six) calendar days before the first broadcast time confirmed without any consequences. Thereafter, the Customer will be liable to pay a penalty, which will be calculated as a proportion of the value of the Service as stated in the confirmation, as follows:

in the event of cancellation within 5 to 6 calendar days:	25%
in the event of cancellation within 0 to 4 calendar days:	100%

c) Where an order for sponsorship services or product placement on TV and radio is cancelled, the Customer shall pay as penalty the full amount of the value of the Service already ordered.

d) The Customer may cancel commercial placements related to international sporting events in any case according to the special conditions stated in the official price quotation.

e) Cancellations must be notified in writing, and shall be deemed communicated on the date of its receipt by the Fund.

f) The Customer is not entitled to transfer the ordered airtime to another Customer. If the Customer does so, it shall be deemed by MTVA that the Customer has cancelled the order, unless otherwise agreed.

40.2.6. Modifying the order

a) Modifications must be notified in writing, and shall be deemed communicated on the date of receipt by the Fund.

b) Any modification affecting the schedule within the duration of a campaign, the scope of the Advertisement or its confirmed price shall be deemed to be a new order or, depending on the time of receipt, a cancellation of the order, and, accordingly,

bi the Fund will only ensure reservation of the broadcast as per the order if the modifications received by the deadline set out in the "Deadline for the receipt of orders" (Part III, clause 39.2.3) of this policy, in accordance with the criteria specified;

bii if the modification is received after the deadline for the receipt of orders, the Fund will take into account the time of receipt of the modification.

40.2.7. Order fulfilment and the conditions of fulfilment:

a) The Fund ensures the reservation of broadcasting time as per the order only for orders received by the deadline specified in the GTC. If the television or radio time inventory does not allow full completion of the orders received by the deadline, the orders will be booked according to the following criteria, listed in the order of priority applied in programme editing:

ai the order of receipt of the orders;

aii the minimum net purchase per media type.

If the orders could not be ranked in relation to each other on the basis of these criteria, the Fund shall take into account the total value of the orders of the Customers concerned in the current and/or previous calendar years, and shall decide on the basis of this value, or, if the order could not be determined this way, on the basis of individual assessment.

b) Regarding television and radio broadcasting, in the event of a change of programme, the Fund shall be entitled to offer, without any obligation to pay compensation, another option of a similar category, which the Customer may accept or decline at its discretion. If, for any reason, prior consultation with the Customer is not possible, taking into account the broadcast time confirmed and the time of the change of programme, the Fund shall ensure broadcasting at another time equivalent to the broadcast time originally confirmed; if it cannot do so – in the case of television appearances –, it shall determine the actual consideration payable for the Service based on viewership figures (rating). A change of time on the same day and/or in the same programme environment and/or within the same category shall not be considered as a modification of the order.

c) In the case of sponsorship appearances ordered for M4 Sport or M4 Sport +, only the value of appearances actually broadcast will be invoiced due to the channel's specific programming features. The Fund will not be liable for damages for sponsorship appearances that have failed to materialise due to technical reasons.

d) In the case of TV and radio broadcasting, the parties shall be liable for any damages incurred in the event of non-broadcasting or non-placement due to external causes beyond the control of the Fund that are not caused by the Customer or within the Customer's sphere of interest.

e) For TV broadcasts, there is no GRP guarantee for campaigns shorter than 4 (four) weeks.

f) For TV broadcasting, if the Customer specifies a particular programme environment and/or number of broadcasts in the order, and this hinders the proper monitoring (campaign tracking) or the modification of delivery, the Fund will not provide a GRP guarantee. In the case specified in this subclause, fixed prices may require the conclusion of a separate agreement.

g) For duo spots in TV broadcasting, 2 (two) spots of different lengths are considered to form a single campaign. On this basis, the invoice for the service specified in this subclause is based on the combined value of the two spots (i.e., in the case of a duo spot order, the value of the spots cannot be invoiced separately).

h) For TV broadcasting, campaigns covering several calendar months are always tracked for the entire duration of the campaign. Accordingly, if several invoices

are issued for a particular campaign during its duration, invoicing is based on the actual performance in the current calendar month, except for the overperformance of the GRP guarantee, where the last invoice is issued for the difference between the amount of the previously invoiced considerations and the total consideration calculated on the basis of the GRP guarantee.

i) In addition to the cases set out in subclause 39.2.4(b) of this clause, the Fund may refuse performance without liability for compensation if

ii the Advertisement submitted to the Fund is technically unsuitable for broadcasting or violates any law, any ethical or aesthetic standard, or the image of the Fund (including, in the opinion of the Fund, and considering the purposes of public service media, any presentation that violates the rules of the Hungarian language); or

iii the Advertisement is in conflict with the GTC or the Fund's internal rules; or

iiii airtime, some information or the advertisement has not been confirmed in the knowledge of the material submitted for broadcasting, and the spot does not comply with the conditions set out in the GTC.

j) In the event that a third party interested in any way requests the suspension or discontinuation of the broadcast of an Advertisement on the grounds of infringement or other harm to interests, the Fund shall immediately notify the Customer thereof, and, in the event of a dispute, shall initiate reconciliations between the parties concerned and/or request the opinion of professional organisations (e.g. the Hungarian Advertising Association, the Advertising Self-Regulatory Board, the Media Council, the IAB, etc.). If the Fund suspends or discontinues the placement of the Advertisement in view of the position of the professional organisation(s), the Customer shall not be entitled to assert any claims against the Fund in this regard.

k) If the Fund suspends or discontinues the broadcast of the Advertisement in view of the position of one or several professional assocations, the Customer shall be directly liable for all claims brought against the Fund by any third party due to the previous broadcast of the Advertisement or the suspension or discontinuation of broadcasting, and the Fund shall not be liable for such claims.

41. Value of the Service

41.1. The consideration for the Service (hereinafter referred to as the "fee") shall be determined on the basis of the fees set out in the current Price List[4], unless otherwise provided for in the framework and/or individual contract. For more information on the specific platforms in each category of the Price List, please consult the current structure or the monthly programme schedule.

41.2. The service fee

41.2.1. For **TV broadcasting**, the service fee will always be calculated according to the actual length of the spot, rounded up for each 5 (five) seconds started.

41.2.2. For **radio broadcasting**, the service fee will always be calculated according to the actual length of the spot, rounded up for each 1 (one) second started.

41.3. In special cases, the prices indicated in the Price List are subject to surcharges, which are set out in the Price List.

41.4. The Fund reserves the right to change prices. The Customer acknowledges that the Fund may set specific surcharges or specific spot rates in the context of certain priority media content. The Fund shall notify the Customer of any price changes 30 (thirty) calendar days in advance (publication on the Fund's corporate website, currently www.mtva.hu, shall also constitute a valid notification). The Customer may cancel or modify its order

affected by the price increase in writing within 15 (fifteen) calendar days, without penalty. Subsequent cancellations (modifications) will be subject to the above provisions. In the absence of a statement by the Customer within 15 (fifteen) days, the price change shall be deemed accepted.

42. Billing and terms of payment

42.1. The Fund shall be entitled to make the performance of the Service subject to advance payment or the provision of security if the Customer's financial standing is in doubt or is not satisfactory.

The service fee shall be paid by the Customer according to the framework or individual contract

- with an advance payment of 100% (one hundred per cent) prior to performance; or
- with an advance payment of 50% (fifty per cent), the remaining sum being paid based on an invoice issued after the calendar month of performance; or
- in the case of a calendar month, a week, or the first/last days of the month, based on an invoice issued for 8 to 10 days of advertising service after performance. The invoicing method used will in each case be specified in the contract.

42.2. Where an order is placed for the broadcast of an Advertisement, the invoice issued after the calendar month of performance – per campaign – shall be paid by the Customer within the deadline set at the time of order confirmation.

Invoices for orders subject to advance payment shall be paid by the Customer 5 (five) working days before the first broadcast.

The contracting parties may agree on different terms in the framework and/or individual contract.

42.3. If, despite a notice to such effect, the Customer fails to pay the consideration for a previous service by the deadline specified in the notice, the Fund shall be entitled, without any adverse legal consequences,

42.3.1. to terminate with immediate effect any other existing contracts or to suspend any outstanding performance; and/or

42.3.2. to refuse a new order or to make its acceptance conditional on payment in advance until the previous debts have been settled.

43. Quantity discount

43.1. The Fund may grant the Customer a quantity discount on the Price List for the calendar year in question, depending on the quantity of the Services ordered. A quantity discount can only be granted to an agency if the end client is known.

43.2. The Agency is entitled to conclude a contract for a minimum net purchase on behalf of the end client.

43.3. A parent company may receive a quantity discount jointly with its subsidiaries, provided that it declares that it has a controlling influence over its subsidiaries in accordance with the accounting law in force at the time.

43.4. The quantity discount will be applied by the Fund from the first broadcast after receipt of the written commitment sent electronically.

43.5. The quantity discount does not apply to technical fees or special advertising (social advertising, public service announcements, political advertising).

43.6. If the minimum net purchase provided for in the framework agreement is not realised during the term of the framework agreement, the Fund may claim the difference between the minimum net purchase as per the framework agreement and the net purchase actually realised during the term of the framework agreement, plus a penalty amounting to 25% (twenty-five per cent) of the difference.

44. Agency discount

44.1. The amount of the discount is set out in the agency agreement (individual or framework contract).

44.2. The Fund will grant the Agency an agency discount on the amount of the fee, net of VAT, less the quantity discount and any other discounts.

44.3. The condition for granting the agency discount is the conclusion of a corresponding individual or framework contract.

44.4. A contract for an agency discount concluded for an indefinite period of time may be terminated by either Party by unilateral written declaration addressed to the other Party, with 30 (thirty) days' notice. The notice period shall start on the calendar day on which the statement containing the written notice of termination was mailed or sent electronically to the other Party, in a verifiable manner, by the person exercising this right.

44.5. Pursuant to Section 5/C(2) of the Advertising Act, the Agency is required to fully apply any type of discount (agency, quantity or other) received during individual advertising orders to the benefit of the advertiser it represents. This legal obligation is incumbent on the Agency, which bears sole and full responsibility for its fulfilment.

45. Complaints

45.1. The Customer shall notify the Fund of the contested broadcast in writing of its complaint at the latest within 5 (five) working days, or immediately in the case of multiple or continuous broadcasting, in order to avoid cumulative damage. The Customer shall be liable for any damage resulting from such delay in notification. The Fund shall examine the complaint received without delay, and the Head of the Fund's Sales Office shall decide on the basis of the facts thus established on a case-by-case basis. Due to the continuous nature of broadcasting, the Customer shall not be entitled to submit a complaint after the 5th (fifth) working day after the last broadcast.

45.2. The Customer shall have the right to object to the invoice within 3 (three) working days of the date of receipt. Invoices not objected to in writing within this period shall be deemed to be accepted by the Parties. The Fund shall investigate the objection within 7 (seven) working days of the date of receipt. Rejected objections do not extend the payment deadline, and payments that are late for this reason will incur interest.

46. Provisions concerning Advertisements

46.1. These provisions shall apply to the ordering of Advertisements unless otherwise provided for in the rules and regulations of the contracted partner entitled to sell MTVA's commercial interfaces.

46.2. The Advertisement must not give the misleading impression that it is its own or the broadcasting medium's programme or communication, nor must it give the impression that a technical fault has occurred in the broadcast. The spot must not use the Fund's or the broadcasting medium's branding elements (logo, programme titles, headlines, etc.).

46.3. Advertisements must be submitted in a quality and medium technically suitable for broadcasting, in the prescribed format, as follows:

- Technical requirements for programmes produced for MTVA's television platform: technical requirements for spots, Annex 6;
- for TV broadcasts, 2 copies of the accompanying sheet (Annex 6: Video accompanying sheet);
- data reporting form on the musical and/or literary works used;
- for Teletext broadcasts, the completed information sheet (Annex 5).

Materials submitted by any other means or with an incomplete accompanying sheet will not be accepted by the Fund, subject to the legal consequence under the GTC.

46.4. Provisions concerning the length of the spot requested to be broadcast:

46.4.1. In the case of TV broadcasts, the minimum length of the spot requested to be broadcast is 5 (five) seconds and the maximum length is 60 (sixty) seconds. The Sales Office of MTVA is entitled to decide on the length of such spots on a case-by-case basis.

46.4.2. In the case of radio broadcasts, the minimum length of the spot to be broadcast is 5 (five) seconds and the maximum length – without prior consultation – is 90 (ninety) seconds. Spots longer, up to a maximum of 180 (one hundred and eighty) seconds, may only be broadcast upon prior consultation.

46.5. Provisions concerning the deadline for receipt of spots to be broadcast:

46.5.1. **For TV orders**, spots ordered with a confirmed broadcast time and ready for broadcasting shall be submitted by the Customer to the Fund's Sales Office no later than the block closure time[5] as previously indicated by the Service Provider, which is 3 (three) working days before the first broadcast, by 9 (nine) AM [or, in the case of 3 (three) or more consecutive days of public holiday, 5 (five) working days before the first broadcast, by 10 (ten) AM]. Exceptions to this rule are spots broadcast in blocks requiring special execution, which must be received by the Fund earlier, as per an individual agreement.

46.5.2. **For radio broadcasting**, spots ordered with a confirmed broadcast time and ready for broadcasting shall be submitted to the Fund no later than the block closure time, which is by 9 (nine) AM on the working day preceding the first broadcast [or, for weekends, public holidays and the following working day, by 1 PM on the 2nd (second) working day preceding the broadcast].

46.5.3. **Internet materials** must be submitted to the Fund by the Customer 2 (two) working days before publication.

46.5.4. **In the Teletext distribution system**, the completed information sheet (Annex 5) must be submitted by the Customer to the Fund by 2 PM on the working day preceding publication.

46.5.5. The Fund shall not be liable for damages resulting from failure to meet deadlines.

46.5.6. The Fund will accept or replace any late-arriving Advertisement or extraordinary order upon individual agreement, with a surcharge of at least 20% (twenty per cent) of the broadcasting fee, provided that this does not jeopardise the safety of broadcast or publication.

46.6. The Fund does not correct or amend the Advertisements.

46.7. The original copy must be taken away by the Customer within 1 (one) month of the first broadcast. The Fund shall not be responsible for the safekeeping and storage of any material left behind beyond this time limit.

46.8. In all cases, the Fund will archive the spots and keep them for 1 (one) year from the date of receipt.

46.9. If the Customer requests a copy of the recordings archived on the storage medium, the associated costs will be paid and the necessary medium shall be provided by the Customer. If transcription of a commercial film belonging to a third party company is requested, the person requesting the transcription must obtain the written permission of the original advertiser.

47. Final provisions

47.1. These provisions shall apply to the ordering of Advertisements unless otherwise provided for in the rules and regulations of the contracted partner entitled to sell MTVA's commercial interfaces.

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[5] Block: a group of spots with the same type of advertising platform, separated from other programmes (e.g. commercial break, block of social advertising).
Block closure: setting up and closing the commercial breaks of the channels in view of the closing deadlines of the day as specified, which vary from channel to channel.

47.2. The special conditions for sponsorship are set out in Annex 1.

47.3. The conditions for issue advertising are set out in Annex 2.

47.4. The conditions for product placement are set out in Annex 3.

47.5. Under the authority of the Fund's CEO, the Head of Sales or the persons designated by the Head of Sales are authorised to publish commercial communications and to accept offers of barter and grants to the Fund, and to make any legal statement in relation to the resulting contract on behalf of the Fund. The signing of other agreements, in particular with agencies, at the initiative of the Sales Office shall be governed by the instructions concerning the rules on commitments undertaken by the Fund.

47.6. According to Section 3(1) of Act XXII of 2014 (hereinafter referred to as the "Advertising Tax Act"), for the purposes of advertising tax, the public service media provider shall qualify as the taxpayer. Accordingly, MTVA shall attach to the invoice to be paid for the broadcast of commercials or other commercial communications, or other accounting document a statement made by the public service media provider pursuant to Section 3(3) of the Advertising Tax Act, stating that the obligation to declare and pay the advertising tax under the Advertising Tax Act is met by the public service media provider broadcasting the commercial.

PART IV: SALE OF SCENERY WAREHOUSE ITEMS AND FREE PRODUCTION CAPACITY

48. The order

48.1. Form and submission of the order

48.1.1. The Customer shall submit the order in writing (letter or email) to the authorised employee of the MTVA Scenery Storage Team.

48.1.2. The order must include:

g) the Customer's full name (company name), address (registered office), company registration number or the name of the registering court/authority and its registration number; for private entrepreneurs, the entrepreneurial registration number and personal data (name, name at birth, place and date of birth, mother's name, address, personal identification number), and – for legal entities – the tax number and bank account number;

h) for orders placed under a framework contract, the registration number assigned when the previous contract was registered by MTVA (if the customer also has a framework contract with MTVA, the registration number under which the service is requested);

i) for technical services

i) the exact description of the movable asset(s) claimed, the number of items claimed, the purpose, place, start and duration of use;

ii) the schedule of the day(s) of filming in case of hiring of real estate and human capacity.

48.1.3. The deadline for the receipt of orders is the 10th (tenth) working day before the day in question. If the order is received within the period starting with the 10th working day, MTVA may charge a surcharge on the order items. The Fund may apply the following surcharges depending on the time of receipt of the order:

a) 10% (ten per cent) of the rental fee confirmed for the order placed within the period starting with the 10th (tenth) calendar day prior to the day in question;

b) 30% (thirty per cent) of the rental fee confirmed for the order placed within the period starting with the 7th (seventh) calendar day prior to the day in question;

c) 100% (hundred per cent) of the rental fee confirmed for the order placed within the period starting with the 2nd (second) calendar day prior to the day in question.

d) During the opening hours of the furniture, scenery, costume and/or props warehouse, the said warehouses will also process immediate order(s) without extra charge, subject to availability.

48.1.4. MTVA shall send a written confirmation of acceptance or rejection of the order to the Customer within 3 (three) working days of receipt of the order. Exceptions to this rule are orders placed within 10 working days, in which case the Fund will send written feedback on the day the order is received.

48.1.5. The order is considered accepted only if the Fund has confirmed the acceptance in writing to the Customer and the confirmation has been signed by the Customer and returned to the Scenery Storage Team. The confirmation must contain a detailed itemised specification of the service to be provided, the price and the expected time of performance.

48.2. MTVA is entitled to refuse the order if:

48.2.1. if it does not comply with the specified formal and/or substantive requirements; or

48.2.2. it is received after the deadline set out in the GTC, or

48.2.3. there is not sufficient real estate and/or movable property and/or human capacity available at the time requested by the Customer for the full performance of the order, or the performance of the order is not possible due to MTVA's business, organisational, public service media service provision, or news agency service provision interests (such interest constitutes a business secret, and the Customer is not entitled to investigate it, and the Customer may not request MTVA to prove it), or;

48.2.4. if the Customer fails to meet its payment obligations arising from any legal relationship with the Fund despite a written request from the Fund to this effect and within the time limit set out in such request (this reason may be a ground for the refusal or suspension of delivery, in the absence of a refusal to accept the order); or

MTVA or Duna Médiaszolgáltató Nonprofit Zrt. shall not be liable for any damages or any other liability for failure to fulfil the rejected order.

If the performance of the confirmed order fails due to "Force Majeure" in the interest of MTVA, MTVA shall refund the rental fee already paid or, at the request of the Customer, shall provide another shooting day, but the Customer may not claim any compensation beyond this.

48.3. Orders arriving on the same date will be processed in the order of receipt and confirmed or rejected accordingly. In the event of rejection, the Customer may request that its order be placed on a waiting list, but under no circumstances shall the placing on the waiting list constitute confirmation of the order.

48.4. The order on the waiting list will be confirmed (and automatically removed from the waiting list) if the previous order confirmed for the same date is cancelled.

49. Cancellation of the order

49.1. If the Customer cancels an order that has already been confirmed, a cancellation fee will be payable in accordance with the following conditions:

49.1.1. it is exempted from payment in the event of cancellation outside the 7 (seven) calendar days preceding the day in question;

49.1.2. in the event of cancellation within 7 (seven) calendar days prior to the day in question, 30% (thirty per cent) of the rental fee confirmed for the order;

49.1.3. in the event of cancellation within 3 (three) calendar days prior to the day in question, 80% (eighty per cent) of the rental fee confirmed for the order;

49.1.4. in the event of cancellation within one calendar day prior to the day in question, 100% (hundred per cent) of the rental fee confirmed for the order.

49.1.5. The cancellation fees for cancellations of the scenery item(s) already confirmed are as follows:

a) it is exempted from payment in the event of cancellation outside the 5 (five) calendar days preceding the day in question;

b) in the event of cancellation within 5 (five) calendar days prior to the day in question, 10% (ten per cent) of the rental fee confirmed for the order;

c) in the event of cancellation within 3 (three) calendar days prior to the day in question, 30% (thirty per cent) of the rental fee confirmed for the order;

d) in the event of cancellation within one calendar day prior to the day in question, 70% (seventy per cent) of the rental fee confirmed for the order.

49.1.6. The cancellation is only valid in writing (letter, email) and is deemed to have been communicated on the date of its receipt by the Fund.

49.1.7. Cancellation of an order on the waiting list by the Customer is free of charge.

50. Modifying the order

50.1. A modification is only valid in writing (letter, email) and the date of modification is the date of receipt of the modification notification by the Fund. The modification will only be deemed accepted if confirmed in writing by MTVA.

50.2. If the modification is received after the specified deadline, the Fund will apply the cancellation deadline fees, taking into account the date of receipt of the modification.

51. Fulfilling the order

51.1. MTVA shall be entitled to request from the Customer prior to performance any preliminary statements affecting the circumstances of performance. The deadline for fulfilment shall be extended by the period between the submission of the request for a statement and the provision of the statement. In the event of refusal or failure to provide the statement within the time limit specified in the request, MTVA is not required to fulfil the order.

51.2. MTVA undertakes to fulfil orders (and any modifications thereto) only to the extent that it has available real estate, movable assets and/or human, studio and equipment capacity. If the available real estate, movable assets and/or human, studio and equipment capacity or if MTVA's interest in providing a business, organisational public service media or news agency service (such interest constitutes a business secret, and the Customer is not entitled to investigate it, and the Customer may not request MTVA to prove it) does not allow the order to be fully executed, MTVA shall be entitled to reject the order (or request for modification).

51.3. MTVA shall not be liable for any failure to fulfil an order entered on the waiting list.

51.4. In the event of breach of contract by the Customer, MTVA shall be entitled to refuse and/or suspend the execution of the order already confirmed or to limit the duration and/or scope of use.

51.5. The Customer may use the leased real estate, movable assets and/or human capacity, studio(s), equipment exclusively for the purposes specified in the order, and may not transfer/release them to third parties for further use. If the Customer does so, it shall be deemed to be in breach of contract, unless otherwise agreed, and the Customer shall be deemed to have cancelled the order on the day in question.

51.6. The Customer is not entitled to carry out any alterations, preparation or modifications to the rented real or movable property(ies). The Customer shall be unconditionally and fully financially liable, based on the replacement value – the replacement value is the cost of restoring the real property or the purchase price of the movable asset; in the case of protected assets that cannot be purchased, their price is determined on the basis of their notional value; the determination of the notional value is the responsibility of the Director of Economics and Asset Management – for the proper use and maintenance of the real estate and movable property(ies) transferred to it, as well as for any damage resulting from damage, destruction, or loss for any reason.

51.7. In the case of the transport of movable asset(s) to an off-site location, the rental period for financial liability shall begin with the delivery of the movable asset(s) and the passage of the same asset(s) through the designated pick-up line in the MTVA warehouse. The return process ends with the return of the item to MTVA's storage facilities.

51.8. MTVA undertakes to issue a "delivery permit" to the Customer for the delivery of rented movable assets from MTVA's premises in the event of external on-site work.

51.9. The Customer shall keep the delivery permit and shall provide a detailed account of the existence and condition of the equipment and all accessories listed on the permit upon return.

51.10. The Customer shall return the object of the rental agreement to MTVA in a condition suitable for its intended use on the date specified in the rental agreement.

51.11. In the case of real estate, the Customer shall use the real estate in a condition suitable for its intended use, as specified in the contract, from the date of taking possession of the real estate until the date of its return.

51.12. From the date of receipt of the movable assets until the date of their return to MTVA's storage facilities, the Customer shall be liable for damages caused by breach of contract in accordance with the rules on liability for damages under Section 6:142 of the Civil Code, i.e., in the event of damage or deterioration of the movable assets, the Customer shall be liable to compensate MTVA for the full amount of the damage, and in the event of loss or destruction, the Customer shall be liable to compensate MTVA for the value of the movable assets as general damages, which shall be:

- for costumes in general: HUF 120,000 gross per costume, i.e. one hundred and twenty thousand forints gross. In addition to this amount, the MTVA Director of Economics and Asset Management or an employee designated by them may set an extra fee for the uniqueness of the costume;

- in the case of scenery, generally HUF 100,000 gross per scenery element, i.e. one hundred thousand forints gross. In addition to this amount, the MTVA Director of Economics and Asset Management or an employee designated by them may set an extra fee for the uniqueness of the scenery element;

- in the case of furniture in general, HUF 120,000 gross per piece of furniture, i.e. one hundred and twenty thousand forints gross. In addition to this amount, the MTVA Director of Economics and Asset Management or an employee designated by them may set an extra fee for the uniqueness of the furniture;

- in the case of props, generally HUF 100,000 gross per item, i.e. one hundred thousand forints gross. In addition to this amount, the MTVA Director of Economics and Asset Management or an employee designated by them may set an extra fee for the uniqueness of the props;

- in the case of technical equipment, the current market price of the equipment is the basis for the value determined. In addition to this amount, the MTVA Director of Economics and Asset Management or an employee designated by them may set an extra fee for the uniqueness of the technical equipment.

51.13. The Customer is only exempt from liability if it proves that the breach of contract (i.e. the damage to the real property and movable assets) was caused by a circumstance beyond its control, unforeseeable at the time of the conclusion of the contract and which it could not reasonably have been expected to avoid or prevent.

52. Value of the Service

52.1. The consideration for the Service (hereinafter referred to as the "fee") shall be determined on the basis of the fees set out in the current Price List, unless otherwise provided for in the framework and/or individual contract.

52.2. In special cases, the prices indicated in the Price List are subject to surcharges, which are set out in the Price List.

52.3. The Director General of MTVA may grant a licence for the free use of MTVA's real estate, movable assets and/or human capacity to the public service media service provider as the Customer (i.e. Duna Médiaszolgáltató Nonprofit Zrt.) or to a Customer whose use is intended for the performance of public tasks, the provision of public services to the public and the provision of infrastructure necessary for the performance of the tasks, and in which case the use is limited to the extent necessary for the above purposes. If

exemption from payment is granted, VAT will be charged on the total amount specified in the price list for the order, which the Customer shall pay in accordance with the applicable legal provisions on value added tax.

52.4. The Fund reserves the right to change prices.

52.5. The Fund shall agree any price changes in writing (email, letter) with the Customers affected by the price change. The Customer shall be entitled to cancel or modify the order affected by the price change within 5 (five) calendar days after the documented notification period in writing (email, letter), without penalty. In the absence of a written statement by the Customer within 5 (five) days, the price change shall be deemed accepted. Subsequent cancellations (modifications) shall be subject to the provisions of clauses 48–49 of this Chapter.

53. Billing and terms of payment

53.1. The Fund is entitled to make performance of the service subject to advance payment or the provision of security if the Customer's financial situation or solvency or any other reason justifies this. The Customer shall pay the invoice for orders subject to prepayment or advance payment no later than the 4th (fourth) working day prior to the first day of recording, or in the case of movable assets, the 4th (fourth) working day prior to the day of pick-up.

53.2. The fee shall be paid by the Customer in accordance with the terms of the framework or individual contract

a) prior to performance, with 100% (one hundred per cent) prepayment, or

b) with a 50% (fifty per cent) advance payment, the remaining sum being paid based on an invoice issued after performance; or

c) in full on the basis of an invoice issued after performance.

53.3. The Customer acknowledges that

53.3.1. it shall be fully and unconditionally liable for the proper use and preservation of the real property and movable asset(s) handed over to it, and for any damage resulting from any cause whatsoever, including damage, destruction or loss;

53.3.2. if the rental period is longer than the period originally ordered, the actual period used will be invoiced;

53.3.3. if, despite a notice to such effect, the Customer fails to pay the consideration for a previous service by the deadline specified in the notice, the Fund shall be entitled, without any adverse legal consequences, to

a) terminate with immediate effect any further rental agreements with the Customer, and/or

b) suspend performance that is still due, and/or

c) refuse a new order or to make its acceptance conditional on payment in advance until the previous debts have been settled.

53.3.4. In the event of damage, vandalism, loss, etc. to the equipment caused by the Customer's fault, the daily rate for the equipment in question will be charged and invoiced, and the Service Provider shall not be liable for any malfunctions or damage occurring during the use of the equipment previously inspected and accepted by the Customer in working order.

54. Complaints

54.1. The Customer shall be entitled to object to the quantity of the performance at the time of execution of the order or upon receipt of the ordered product/service. Orders not objected to within this period shall be deemed to have been quantitatively fulfilled. The Fund shall investigate the objection immediately and, in the case of a justified objection, shall take the necessary measures to correct the defective performance.

54.2. The Customer shall be entitled to complain about the quality of the performance within 2 (two) working days of the date of the order in writing (letter, email). Orders not objected to in writing within this period shall be deemed to have been fulfilled by the parties. The Fund shall investigate the objection within 5 (five) working days of receipt and, in case of a justified objection, shall take the necessary measures to correct the defective performance.

54.3. The Customer is entitled to raise objections to the numerical accuracy of the invoice in writing (letter, email) within 3 (three) working days of receipt. Invoices not objected to in writing within this period shall be deemed to be accepted by the Parties. The Fund shall investigate the objection within 7 (seven) working days of receipt. Rejected objections do not extend the payment deadline, and payments that are late for this reason will incur interest.

55. Discounts applicable to real estate, movable assets and/or human capacity rented at/from the Kunigunda útja headquarters

55.1. The amount of discounts on the rent of real estate or movable asset(s) is set out in the "MTVA Service Price List" in force at the time.

55.1.1. MTVA will provide information on the discounts on immovable and/or movable assets upon written request.

55.1.2. NO DISCOUNTS are available for renting human capacities.

55.1.3. Individual discount

The Head of Sales is entitled to determine a discount on the price list, based on an individual assessment of the customer and the use indicated in the order. The circumstances in the light of which the discount was granted and the amount of the discount determined shall be communicated by the Scenery Storage Team to the Customer in the confirmation.

55.1.4. In the event of unlawful use of a discount, the Fund is entitled to recover the amount of the discount unlawfully claimed.

56. Other provisions relating to real property, movable assets and/or human capacity rented at/from the Kunigunda útja headquarters

56.1. The rental price for real or movable property(ies) is included in the current "MTVA Service Price List".

56.2. MTVA will provide information on its current prices for its real properties and/or movable assets and human capacities upon written request.

56.3. The minimum rental period for movable assets is 24 hours, i.e. 1 (one) calendar day. Accordingly, the rent for this period shall be paid even if the Customer wishes to rent the asset(s) for a shorter period.

56.4. The minimum rental period of real property(ies) is 4 hours, the basic unit of account is hours started per type of work. Fractional unit accounting is not possible.

56.5. The equipment of the real property (or the movable asset(s) leased from the Fund) may only be operated under the direction/supervision of MTVA's qualified personnel.

56.6. The rent of the real property does not include the staff and their fees for operating the equipment and/or movable asset(s) of the property.

56.7. The fees for the human capacity involved in the production will be set separately according to their hourly rate.

56.8. In the case of photography, film and/or video, the final product must not contain any visual information referring to MTVA or any other media institution directly related to MTVA.

56.9. If the recording is released, the Customer shall indicate the names of the creators on the publication, as well as the fact that "*The recording was made in the no. …….. studio of MTVA on commission"*.

56.10. During production, the Customer shall comply with and enforce, within its own competence, the MTVA House Rules and the rules of entry and stay at the MTVA headquarters and premises. The Customer declares that it has read and acknowledges the Privacy Policy of MTVA in force and that it is bound by and shall comply with the provisions contained therein. The current version of the Director General's instructions detailed above is available on the general publication list of MTVA. The Customer shall keep under constant review any changes in the instructions and regulations made available on the above public website.

56.11. The equipment delivered by the Customer to the rented property must comply with the relevant safety regulations. This must be confirmed in writing by the Customer or be accompanied by a written declaration to that effect.

56.12. The rental of movable property(ies) and human capacity rented from MTVA does not include any off-site transport costs.

56.13. The Customer shall be responsible for the organisation and execution of the professional transport and return of the movable property(ies) and human capacity rented from MTVA to and from an external location.

56.14. The return of movable property rented from MTVA without penalty is possible on the last day of the rental period.

56.15. In the event of late return, a penalty shall be payable, which shall be equal to one day's (or 12 hours') rental fee for each half day (12 hours) after the delivery deadline.

56.16. MTVA will only rent a vehicle together with the professional staff operating it (in particular: only the person designated by MTVA for this purpose may move the vehicles). The Customer shall obtain the necessary access and parking permits for the rented vehicles (e.g. minibus, lorry, etc.) for the duration of the recording, as well as for the pre- and post-production works (installation, wiring, sound installation, dismantling), and the Customer shall bear the costs of obtaining the permits.

56.17. The parking space of the rented vehicles (e.g. minibus, lorry, etc.) shall be determined by the technical staff under contract with MTVA who made the recording, with the agreement of the Customer during the preliminary on-site inspection. The costs of the preliminary on-site inspection shall be borne by the Customer.

56.18. The Renter is solely and exclusively responsible for the security of the rented vehicles (e.g. minibus, lorry, etc.).

56.19. It is important to note that the cost of guarding the rented vehicle(s) for the rental period is borne by the Customer, which the Customer shall reimburse to MTVA against an invoice.

56.20. With regard to the increased security requirements applicable to MTVA, the public service media provider and the property concerned, the Customer acknowledges that in certain cases MTVA may introduce specific enhanced security measures, which the

Customer shall take note of and comply with in full with the rules applicable to it, provided that MTVA informs the Customer of such measures.

56.21. MTVA shall be entitled to terminate the contract with the Customer with immediate effect and refuse to provide the Services if

a) the Customer or a person acting on behalf of/in the name of the Customer violates the rules of peaceful coexistence despite repeated warnings, or behaves rudely or in a reprehensible manner with MTVA employees or other guests, or is under the influence of alcohol/drugs, or otherwise behaves in a manner or state that makes it unreasonable to expect MTVA to maintain the contract,

b) the Customer or a person acting on behalf of/in the name of the Customer enters into a conflict with an employee of MTVA or another guest, which is not resolved in a civilised manner despite repeated requests; by being loud or otherwise behaving in an undesirable manner, the Customer causes inconvenience or disturbance to other guests and/or the Service Provider's employees, regardless of the party responsible for the conflict and therefore MTVA cannot be expected to maintain the contract.

56.22. The Customer acknowledges that entitlements to, conditions for and any restrictions on entry and stay shall be governed by the instructions of the Director General in force on the rules of entry and stay at the headquarters and premises of the Media Service Support and Asset Management Fund. The detailed conditions for entry and stay are set out in the entry requirements available on the general disclosure list.

56.23. The Customer acknowledges that, in view of its outstanding social, cultural and economic role and the tasks deriving from its special position, MTVA may, as a condition for entry, request the person entering to provide proof of specific medical data (in particular immunity or vaccination in an epidemiological situation) in order to ensure safe stay and protection of the workplace.

PART V: VISITORS CENTRE

57. The contracting parties are:

57.1. The Service Provider and the Guest, if the contract is concluded between them upon fulfilment of the conditions, are hereinafter referred to as the Parties.

57.2. If the order for services is placed by a third person (hereinafter referred to as "Intermediary") acting on behalf of the Guest, the cooperation shall be governed by the agreement between the Service Provider and the Intermediary, and the Service Provider shall not be obliged to verify whether the third person legally represents the Guest, and the Intermediary shall be liable for any legal consequences arising from the false representation.

57.3. For the Guests participating in a group visit, the Intermediary shall send the Service Provider a complete list of the Visitor Group (hereinafter referred to as the "list") at least 2 days prior to the date of the visit, which must include the Guests' personal data suitable for identification. Group access is only available to persons on the list sent to the Service Provider in advance and confirmed by the Service Provider. If there is a change in the list confirmed by the Service Provider, the Intermediary shall notify the Service Provider without delay, and the Service Provider shall not be liable for any consequences of any delay in providing such information.

58. Establishment of the legal relationship, method and conditions of use of the service

58.1. The Service Provider shall send a written offer in response to any verbal or written request for an offer from the Guest. If no actual order is received from the Guest within 3 (three) working days of the sending of the Service Provider's written offer, the Service Provider will cease to be bound to its offer.

58.2. The contract (hereinafter as the "Contract") is concluded in any case upon written confirmation by the Service Provider. If the Service Provider confirms the Guest's written reservation in writing, a written Contract is concluded between the Parties. An oral reservation, agreement or modification shall only create a contractual obligation if confirmed in writing by the Service Provider.

58.3. The Contract for the use of the Service is for a fixed period.

58.4. Each Guest is entitled to use the services of the Visitors Centre and its facilities only after being informed and instructed by the Service Provider, and in compliance with its rules and instructions, and solely at their own risk during the entire period of their stay.

58.5. If the Guest's lack of capacity or limited capacity to act or their medical condition or other reasons justify it, they must not be left on the premises of the Centre on their own without parental or guardian supervision.

58.6. Persons under the age of fourteen are entitled to use the services of the Centre only under the supervision of a parent, teacher or carer, under the responsibility of the person who is obliged to care for or supervise them.

59. Cancellation Conditions

59.1. The Guest may cancel the reservation of the service free of penalty no later than 2 (two) working days prior to arrival. If the cancellation by the Guest is made within 2 (two) working days prior to arrival, or if the cancellation is not made or the Guest does not arrive, the penalty is 100% of the value of the ordered service.

59.2. Cancellations and modifications can be made by email and by telephone call to the Service Provider's tour guide. The cancellation and modification will become effective upon written confirmation by the Service Provider.

59.3. If the Customer is in a situation, due to unforeseeable and unavoidable circumstances beyond their control, which prevent them from cancelling the service already ordered within the time limit specified in the GTC, they are exempted from the obligation to pay the penalty.

60. Prices, payment terms

60.1. The Service Provider has the right to change the prices without prior notice, which does not affect the reservations already confirmed. Prices can be found on the website http://mtva.hu/latogatas/ under the menu item "Ticket prices". In addition, prices are also set out in the House Rules for the MTVA Visitors Centre, which visitors must sign and accept before entering.

60.2. Payment for services ordered can be made on the spot by cash, credit card or advance bank transfer. In the case of a transfer, the full amount of the consideration must be credited to the Service Provider's payment account no later than 24 hours prior to the date of arrival.

61. Processing of personal data

61.1. Access to the Visitors Centre operated by the Service Provider is possible only with photo identification (identity card, passport, driving licence). When handling and processing the necessary personal data suitable for identification, the Service Provider shall act in accordance with the applicable Hungarian data protection regulations.

61.2. Upon entering the Visitors Centre, the Guest acknowledges that they will be recorded by the camera system operated by the Service Provider. Visitors can find information on the processing of personal data recorded during the surveillance by means of a notice at the entrance door, as well as a detailed privacy notice available to anyone at the reception desk and MTVA's privacy policy on its website.

62. Refusal to perform the contract and termination of the service obligation

62.1. The Service Provider is entitled to terminate the contract with the Guest with immediate effect and refuse to provide the services if

62.1.1. after the payment deadline has passed, the Guest still owes 100% of the value of the services ordered,

62.1.2. the Guest does not use the premises provided by the Service Provider for the intended purpose,

62.1.3. the Guest does not operate the technical equipment provided by the Service Provider in accordance with its intended purpose,

62.1.4. the Guest breaches their obligations and does not cease to behave in a manner contrary to the provisions of the contract despite being requested to do so,

62.1.5. the Guest fails to follow the safety instructions given by the staff of the Centre, and does not cease to behave in a manner contrary to these safety instructions, despite being asked to do so,

62.1.6. the Guest suffers from a communicable disease or it is necessary in order to protect MTVA's staff and interests,

62.1.7. the Guest violates the rules of peaceful coexistence, behaves rudely or in a reprehensible manner with the Service Provider's employees or other guests, is under the influence of alcohol or drugs, or otherwise engages in conduct or is in a state that makes it unreasonable to expect the Service Provider to maintain the contract,

62.1.8. the Guest gets into a conflict with an employee of the Service Provider or with another guest, which is not settled in a civilised manner; by being loud or by other undesirable behaviour, the Guest causes inconvenience or disturbance to other

guests and/or the Service Provider's employees, regardless of the party responsible for the conflict.

62.2. If performance of the contract is delayed due to "Force Majeure", the contract will be terminated for the future, but the obligations outstanding until the cause shall be fulfilled.

63. Failure to provide services due to an unavoidable cause beyond the control of the Service Provider

63.1. If the performance of the services is prevented for reasons beyond the control of the Service Provider, or if the performance of the services is no longer possible cannot be expected for such reasons. In this case, the contract is terminated for the future.

64. Rights of the Guest

64.1. The Guest is entitled to use the service ordered by them.

64.2. The Guest may, during their stay at the Visitors Centre, lodge a complaint about the performance of the services provided by the Service Provider. The Service Provider undertakes to deal with complaints made and recorded during this period.

65. Obligations of the Guest

65.1. The Guest shall pay the price for the services specified in the Contract no later than the date specified in the written confirmation of the Service Provider, in the manner specified therein, or in accordance with clause 59.2 of the GTC.

65.2. During the visit, the Guest entering the Visitors Centre's premises must use the buildings, rooms and other objects located in the Visitors Centre's premises with due care and in accordance with their intended purpose, avoiding any situation or behaviour that may cause damage to the premises, and refrain from any behaviour that may endanger the life, health or physical integrity of themselves or another person.

65.3. The Guest may not to disturb other guests or the Service Provider's staff by their behaviour in the Centre.

65.4. The Guest is responsible for the permanent supervision of any minors accompanying them. The Centre's staff do not have the capacity to supervise children, such as whether they leave the Centre or a common room area.

65.5. The Guest must immediately report any harm suffered by them to the staff of the Centre and provide any information and data necessary to clarify the circumstances of the damage or which may form the basis of any possible infringement or criminal proceedings.

65.6. The Guest shall use the Service Provider's car park in accordance with the rules of the Highway Code. The Service Provider accepts no responsibility for items left in parking lots.

65.7. The Guest shall report immediately to the Visitors Centre staff any incident – personal injury, equipment or objects potentially causing an accident.

65.8. The Guest is not allowed to smoke on the premises of MTVA during the visit, and the Guest is not allowed to consume food and beverages during the visit, and is not allowed to use the services of the restaurant and buffet on the premises of MTVA. Visitors may drink liquids in a sealable bottle during the visit, but only at the place and time designated by the tour guide. The consumption of food and drink of any kind in studios and their service areas (e.g. control rooms) is strictly FORBIDDEN!

65.9. With regard to the increased security requirements applicable to MTVA, the public service media provider and the property concerned, the Customer acknowledges that in

certain cases MTVA may introduce specific enhanced security measures, which the Guest shall take note of and comply with in full with the rules applicable to it, provided that MTVA informs the Guest of such measures.

65.10. The Guest acknowledges that entitlements to, conditions for and any restrictions on entry and stay shall be governed by the instructions of the Director General in force on the rules of entry and stay at the headquarters and premises of the Media Service Support and Asset Management Fund. The detailed conditions for entry and stay are set out in the entry requirements available on the general disclosure list.

65.11. The Guest acknowledges that, in view of its outstanding social, cultural and economic role and the tasks deriving from its special position, MTVA may, as a condition for entry, request the person entering to provide proof of specific medical data (in particular immunity or vaccination in an epidemiological situation) in order to ensure safe stay and protection of the workplace.

65.12. The Guest shall comply with and enforce, within their own responsibility, the fire safety regulations currently in force at MTVA and the rules of entry and stay at MTVA headquarters and premises. If the Guest violates the rules set out in the above mentioned instructions of the Director General, the security staff will escort the Guest out of the MTVA premises. The House Rules of MTVA's production base located at Kunigunda útja 64, are also applicable to MTVA's other sites. The current version of the Director General's instructions detailed above is available on the general publication list of MTVA.

65.13. The Customer shall keep under constant review any changes in the instructions and regulations made available on the above public website.

66. The Guest's liability for damages

66.1. The Guest is liable to pay compensation for any damage suffered by the Service Provider or a third party and caused by the Guest, their companion or a person under the supervision of any of these persons.

66.2. The Guest is liable for any damage caused to the premises of the Centre or their surroundings, the visitor's studio, the screening room, the parking spaces, etc., by improper use. The Guest shall not be liable for any deterioration resulting from normal use. The Guest shall pay for damages resulting from improper use – at the option of the Service Provider – either at the cost of repairing the damaged goods or objects or at their full value. Only the Service Provider is entitled to determine the repair costs to be paid or the value of the damaged objects.

66.3. The Guest is responsible for the conduct of any minor under their care or supervision. They are therefore obliged to compensate for any damage caused by the minor, regardless of whether the minor's conduct is intended to cause harm or is merely the result of child's play.

66.4. The Guest must immediately report any damage caused to a member of the Service Provider's staff.

67. Rights of the Service Provider

67.1. For asset protection and security reasons, the Service Provider operates a camera system in the Centre. By entering the Centre, the Guest acknowledges that they are being recorded. The Service Provider does not release the recordings to private individuals but only to public authorities upon request.

67.2. The Service Provider has the right to carry out maintenance work as part of the operation and maintenance of the Centre, which it shall endeavour to carry out with minimum disturbance to the guests.

67.3. The Service Provider shall also have the right to refuse orders in writing or to limit the duration and/or scope of the service, or to refuse or suspend the provision of the ordered service, even in the case of an order already confirmed by the Service Provider, with particular regard to the business and organisational interests of MTVA.

68. Obligations of the Service Provider

68.1. The Service Provider shall provide the services ordered under the contract and fulfil its contractual obligations in accordance with the applicable regulations and standards.

68.2. The Service Provider undertakes to investigate the written and documented complaints received from the Guest and to take the necessary measures to solve the problem and to put them in writing.

69. The Service Provider's liability for damages

69.1. The Service Provider shall be liable for any damage caused to the Guest by the fault of the Service Provider or its employees on the premises of the Centre.

69.2. The Service Provider shall not be liable for any damage caused by an unavoidable cause beyond the control of the Service Provider's employees and guests, or caused by the Guest or persons under the Guest's supervision.

69.3. The Guest is entitled to approach the Visitors Centre or, in order to use its services, to stay in the Visitors Centre or at the Service Provider only in the smallest areas that allow access. The Guest acknowledges that the MTVA site is a public utility, the disruption of which is a criminal offence! The Service Provider shall be exempt from liability in the event of damage caused to the Guest or persons under their supervision in a place where they cannot enter.

69.4. The Service Provider shall only be liable for damages if the Guest immediately notifies the Service Provider of the damage and provides the necessary information.

69.5. The Service Provider is not liable for damages resulting from improper use.

69.6. The Service Provider is liable for valuables, securities, cash only if the item has been expressly accepted for safekeeping or if the damage has occurred due to a cause for which the Service Provider is liable under the general rules.

69.7. The Guest uses the services provided by the Service Provider at their own risk. Guests must respect the natural and built environment during their stay in the Centre. The Service Provider shall not be liable for any accidents or damages that could have been prevented by the Guest's more careful actions, such as slipping on paving stones, stairs, falling, tripping on a drain cover, etc.

70. A cause or circumstance, such as weather, war, fire, strike, or power outage, over which neither the Service Provider nor the Guest, nor the contracting party have control (Force Majeure) exempts either party from fulfilling their obligations under the contract until such cause or circumstance ceases to exist.

71. Final provisions

71.1. The place of performance is the place where the Service Provider provides the service.

71.2. The provisions of the Hungarian Civil Code shall apply mutatis mutandis to matters not covered by the GTC and the contract between the parties. The legal relationship between the Service Provider and the Guest shall otherwise be governed by Hungarian law.

PART VI: CONTENT MARKETING

72. Service fees

72.1. In case of a contract of indefinite duration, or unless otherwise provided for in the contract, the Parties shall renegotiate the subscription fees for the next Fee validity period no later than 15 (fifteen) days before the last day of the current Fee validity period and shall fix them in a new contract. If the Parties cannot agree on the new subscription fees by the last day of the Fee validity period, the Service Provider may suspend the service until the new agreement is concluded, or, if the Service Provider so decides, the Service Provider shall provide the service under the terms of the original agreement, while maintaining the continuity of the service, until the new agreement.

72.2. Specific conditions for the broadcasting fee

72.2.1. The Service Provider shall be entitled to a Broadcasting Fee for Broadcasting from Broadcasters not subject to the must-carry obligation defined in Sections 73–74 of the Media Act.

72.2.2. The Service Provider shall only authorise the distribution of the Programme to its contracted Broadcasters. The licence is issued to the Broadcaster on the basis of the must-carry obligation set out in the Media Act, subject to the conclusion of a contract or on the basis of the payment of the Broadcasting Fee.

72.2.3. Without a broadcasting licence, the Broadcaster is not entitled to broadcast the Programme, nor may it make it available in its service.

72.2.4. The Service Provider's primary objective in setting the Broadcasting fee is to ensure competitive neutrality and transparency, and to this end the Service Provider sets the same fee base for all Broadcasters, but reserves the right to establish a discount for each individual Broadcaster, taking into account the person of the Broadcaster and the purpose of the distribution, on the basis of an individual assessment, with the proviso that such discount will also be applied to other Broadcasters with the same conditions in future, in newly established contracts.

72.2.5. The Broadcasting Fee is payable by the Broadcaster to the Service Provider on a monthly basis, based on the verifiable subscriber report.

72.2.6. The details of the payment of the Broadcasting Fee shall be set out in a separate contract between the Broadcaster and the Service Provider.

72.2.7. The Broadcasting Fee includes the fee for the Service Provider's authorisation of the Broadcasting of the Programme.

72.2.8. The Broadcasting Fee does not include the fees prescribed for the Broadcaster by the Copyright Act and other legislation, nor the costs of other obligations associated with the activity, which the Broadcaster is required to pay, in particular to collective rights management organisations or other rights holders.

72.2.9. In return for the Broadcasting Fee, the Service Provider grants the Broadcaster a non-exclusive, non-transferable right to receive and distribute the Broadcasting Service in the manner, on the platform, through the transmission system and within the framework of the contract and as specified therein, at the same time, in the same manner and in the same service, in full transmission time.

72.2.10. The Broadcaster does not acquire the right to record, make available for individual retrieval, edit – in particular by cutting, altering, interrupting – or modify the content available on the Programme by payment of the Broadcasting Fee, nor may it assist its Subscribers in this, or make the Programme available or link it to such functions in any similar service that may already exist.

72.2.11. The Broadcaster expressly acknowledges that the Programme is sold as a package and that the channels included therein cannot be separated for the purposes of fee

payment, unless they fall under the conceptual scope specified in clause 30.3.3.(d), even if the Broadcaster does not make all of them available in its service.

73. Order for private use

73.1. ***For private use, an order may be accepted only if the person requesting the content is closely associated with the content requested – as author, creator, contributor – or is a relative, heir, or executor of the estate of such a person.***

73.2. ***Content provided for private use may not be published, reproduced or sold.***

73.3. ***Making or refusing to make a transfer for private use is at the discretion of MTVA.***

74. Order procedure and form

74.1. The Service Provider accepts orders only in writing – by email, by post. The Service Provider uses an English language order form (so-called Deal Memorandum, also referred to as "Deal Memo") for foreign Customers. By submitting the order to the Service Provider, the Customer accepts and is bound by the provisions of these General Terms and Conditions (hereinafter also referred to as the GTC) and the Service Provider's Privacy Policy. A written order and the order confirmation signed and returned by the customer shall also be deemed to constitute a contract. The Service Provider reserves the right to ask the Customer for a copy of the original document proving the legal relationship with the Customer.

The Service Provider may reject the order, in whole or in part, at its sole discretion, for broadcasting policy, content protection or commercial reasons, without obligation to state reasons.

In view of the priority of the Customer and the public information purpose intended to be achieved by the use of the Service, the Service Provider may provide additional services and set different remuneration for the central government administrative body, the legislative body and the Office of the President of Hungary, as defined in Section 2(2)(a) and (c) of Act CXXV of 2018 on Government Administration, on the basis of individual discretion.

74.2. The order must contain the following information provided by/on the part of the Customer:

74.2.1. if the Customer has not previously had a contractual relationship with the Service Provider, or if the Service Provider does not have the necessary data for the conclusion of the contract, the Customer's full name (full name as recorded in the register), address (registered office), postal address, company registration number or tax number, the name of the court/authority of registration. In the case of a private entrepreneur or private individual, the name, mother's name, ID card number, tax identification number, address, private entrepreneur registration number and, in the case of a non-natural person, the tax number and bank account number;

74.2.2. the name, position and precise contact details of the person acting in connection with the order – address, telephone number, email address;

74.2.3. in the case of other individual or framework agreements or co-production legal relationships, the registration number given by the Service Provider when registering the previous contract (if the Customer has several valid contracts with the Service Provider, the registration number of the contract on the basis of which the service is requested must be indicated);

74.2.4. in connection with film or sound archive content or the definition of the service:

- the title of the programme or work ordered and other information necessary to identify it, such as: the year of production and/or the name of the director of the work,

- the purpose of requesting the programme or programme excerpt,
- in the case of orders for television or radio broadcasting, the name of the broadcasting channel or station,

74.2.5. in the case of a news service, the exact description of the service requested (e.g. Full News with real-time Agenda, MTI-Agenda – stand-alone, without other subscription, with three days of coverage – etc.),

74.2.6. in the case of photo services, the name of the service (e.g. Fresh Press Photo, press photos older than 10 years), the exact name of the photo, possibly an identification number identical to the name of the photo file, or, failing that, the most precise information necessary to identify the photo,

74.2.7. as well as the exact purpose of the use of the content requested, the duration of use, the method of use and the geographical area and the number of presentations.

74.3. The Service Provider shall send a confirmation of the order in the form of a quotation to the contact details provided by the Customer within five (5) working days at the latest.

74.4. The confirmation shall include the following:

- the prices shall, unless otherwise agreed by the Parties, include the royalty for the licence granted by the Service Provider as the neighbouring right holder, the royalty for the licence to create a work(s) using an archive extract, but shall not include, inter alia, royalties for re-use, royalties for authors and performers and other fees for the collective management of rights or specific contractual consideration payable by the Customer to third parties (including in particular the holders of individually managed copyrights). In the case of co-production, the licence fee for the work to be produced with the archival extract used;
- the total value of the consideration to be provided on the basis of the order – in the case of co-production, the contribution of the Service Provider – or, in the case of continuous provision, the periodic (monthly, quarterly, annual, etc.) fee for the service;
- the payment frequency;
- the expected time of performance or the duration of the service;
- in the case of archive services, the duration, scope and form of ownership and use of the archive material;
- if the archive service requires a preliminary search, the fee, payment conditions and other related administrative conditions (need to present a payment slip, etc.);
- for film and sound material, the number of uses and other conditions (e.g. the exact name of the broadcasting channels);
- in the case of news agency services, the authorised user platforms and any specific conditions attached to the agreement.

74.5. The Customer acknowledges that the order shall be deemed accepted by the Service Provider only if the order is signed by the Customer in its company name, in the case of an individual with full name, in an identifiable manner, and returned to the contact person specified in the contract or to the production liaison. The Service Provider shall have the right to refuse orders in writing or to limit the duration and/or scope of use, or to refuse or suspend the provision of the ordered service, even in the case of already confirmed orders, with a corresponding modification of the consideration to be paid by the Customer, in particular with regard to its own programming principles and needs, content protection and business, organisational interests, as well as in the event of non-payment by the Customer or in the event of debts owed to the Service Provider. This clause shall apply in the case of a previous production or co-production contract with the proviso that the Service Provider shall only be entitled to the rights set out herein if the Customer is in breach of contract with the Service Provider – arising from any legal relationship –

at the time of the communication of the order. The Customer further acknowledges and agrees that if the partner news agency determines in good faith that the order does not comply with the required contractual terms and conditions, the Customer shall remedy the non-compliance without delay. The Service Provider shall also inform the partner news agency of all infringements of the partner news agency's source content of which it becomes aware, and enforce the claim at the request of the partner news agency.

74.6. In the case of Film, Photo or Sound Archive Services, the Service Provider, if requested by the Customer, will provide the possibility of pre-order viewing of the archive service, subject to prior appointment, at an extra charge.

74.7. Where

- the order does not specify the exact archive material or part of it – e.g. the Customer only gives an approximate broadcast time or subject,

  or

- the Content requested cannot otherwise be clearly identified by the Customer – e.g. a set of programmes cannot be identified by timecode

  or the Customer did not request a preview either,

- in this case, the Service Provider may charge a research fee in addition to the normal costs and will not accept any objections to performance.

75. Terms of payment

75.1. In the case of a continuous service contract, the Service Provider will invoice the subscription fees for the services on a monthly basis for the time unit specified in the month or agreement.

75.2. In the case of a single-payment contract or order, the Service Provider may, depending on the agreement, invoice the services in advance or may be entitled to demand prepayment of the invoice

- to fulfil orders placed by a natural person,
- for the continued provision of news agency services,
- in the case of late payment of previous invoices,
- if the parties' other agreement contains such a provision.

75.3. In the case of news agency services, the Customer acknowledges that the Service Provider will invoice the fees based on actual usage (e.g. photo bank) monthly, in arrears, in the month following the month in question.

The Audio News service is available to subscribers to the full news service package, listening to which is allowed without any further action, but the downloading of which is considered as use, which is controlled by MTVA by electronic means. Otherwise, access to and use of the Audio News service is subject to the terms and conditions of the legal relationship with MTVA.

75.4. In the case of archive or technical services provided free of charge, the Customer shall pay VAT on the total amount of the consideration, determined on the basis of the fees listed in the current price list.

75.5. The service fee rates do not include royalties for collective rights management, such as those payable to the respective collective rights management organisation, and royalties for non-collective rights management payable directly to rightholders, which shall be paid by the Customer to rightholders.

75.6. The fees for the services shall in all cases apply to the entire content made available and usable (in the case of news services, to the entire news stream, in the case of photo services, to the usage limit, in the case of film and audio services, to the actual transcribed length of time), regardless of how much of the material provided was actually used by the Customer.

75.7. Invoice issued by the Service Provider

75.7.1. in the case of a Customer domiciled in Hungary, payment is due 30 (thirty) calendar days after the invoice date. The Customer undertakes to pay the invoice amount to the Service Provider by bank transfer to the single account number 11794008205418840-00000000 held at iOTP Bank Nyrt.;

75.7.2. it shall be paid by a foreign customer in the currency of the Service Provider's choice. The time limit for payment of export invoices is 30 (thirty) calendar days from the date of issue, unless otherwise specified in the Deal Memorandum form used as confirmation in the case-by-case contract/order confirmation for international sales. The Customer undertakes to pay the amount of the invoice due by bank transfer to the Service Provider's single bank account specified in the contract, depending on the currency;

75.8. The date of payment is the date of crediting the invoice amount to the Service Provider's bank account. If payment has already been made in advance, the Service Provider will indicate this on the invoice.

75.9. The Service Provider accepts complaints regarding invoices in writing within 5 (five) working days of receipt, and does not accept complaints received after this deadline or communicated orally.

75.10. In the event that the Customer does not pay the due fee within the payment deadline, the Service Provider may send a payment notice to the Customer. If payment of the invoice is not made within 5 (five) banking days of receipt of the notice or, failing this, within 30 (thirty) days of the invoice's original due date, the Service Provider shall be entitled to refuse further execution of the order – or execution of another order –, to suspend its ongoing services until the debt is settled, or to terminate the contract with immediate effect.

76. Rights and obligations of the contracting parties

76.1. The Service Provider undertakes to

76.1.1. make all reasonable efforts to provide the Service to the Customer on a continuous basis and to ensure the continuous availability of the content of the Service;

76.1.2. use all reasonable endeavours to ensure the highest levels of accuracy and speed in its Services;

76.1.3. will issue a correction if it becomes aware that previously published Content is inaccurate, erroneous, or otherwise unlawful;

76.1.4. treat all data concerning the Customer in its possession in compliance with the applicable legal provisions, not disclose them to third parties and use them only to the extent strictly necessary for the operation of the service and for the provision of information to the Customer.

76.2. In the case of use of a news agency service, the Contracting Parties stipulate that the Service Provider is entitled to use the Content in the service provided to the Customer either in its own right (as the holder of the rights to the Content as intellectual property) or on the basis of a direct or indirect licence from the rightholder.

76.3. In the case of film, photo or sound archive services, the Service Provider shall only be liable for the legal compliance of the ordered archive material – if permission is required for the use of the ordered archive material as specified in the order pursuant to the

Copyright Act – if it holds the economic rights or is otherwise entitled to grant further permission, and only subject to the following conditions under this clause. Otherwise, the Service Provider shall not be subject to any warranty for non-infringement.

76.4. The Customer shall obtain prior permission for the intended use from the third party entitled to do so. Any liability of the Service Provider to third parties for the Customer's failure to comply with this obligation is excluded, and the Customer shall be directly liable for any claims arising from this and in connection with the use of the Service. In the event of a written request to this effect by the Customer, the Service Provider shall endeavour to provide the Customer with accurate information on whether the intended use requires the permission of a third party and, to the best of the Service Provider's knowledge, who is entitled to grant such permission. The Service Provider shall be liable only for the content of the information provided in this way, at the written request of the Customer.

76.5. If the use of the service is not provided by the Service Provider (e.g. internet transmission), the Customer shall provide the telecommunication connection necessary for the use of the service, shall bear the costs of its establishment and subscription, and shall act to eliminate any telecommunication line faults.

76.6. The Customer acknowledges that the right to use the Content belongs to the Service Provider, and therefore – unless otherwise provided for in the contract concluded with the Service Provider – it undertakes

76.6.1. not to transfer or make it available to third parties in any form, whether on paper on any data carrier, in the form of signal transmission or in any other way, beyond the scope of use permitted in the contract;

76.6.2. not to build a database from the Content;

76.6.3. not to upload the Service Provider's database to its own or third party systems;

76.6.4. not to allow third parties to access the database, even occasionally.

76.7. The Customer acknowledges that the use of the Content or the information derived from it other than that provided for in the contract (in particular in other media, formats, platforms, geographical areas, dates and numbers of publications) is not permitted, unless the Service Provider has given its prior and express written consent. The Customer further acknowledges that the Customer is not entitled to use the Content independently of the contract even if the protection of the Content received from the Service Provider expires, even if the Content is otherwise in the public domain or becomes public domain during or after the expiry of the contract, in particular if it is only available in the Service Provider's Archive. The Customer expressly undertakes to acknowledge the Service Provider's reservation of rights and to ensure the possibility of the full exercise of rights and to guarantee, in the event of infringement of use, in particular, copy protection, geo-blocking and other measures to make further use impossible.

The Customer acknowledges that it may only publish and store the source content of the partner news agency within thirty (30) days of the establishment of the legal relationship. For the purpose of republication or reuse, the Customer may not use (either in part or in whole) any source material that has previously become the property of the Customer without the express prior written consent of the rightholder. The Customer acknowledges that the partner news agency is entitled to access the Individual Contract between the Customer and the Service Provider upon request.

76.8. For film and sound archive services

76.8.1. The Service Provider's archive and technical service activities shall be carried out by its designated department or, in the case of an order under a co-production contract for the provision of the Service Provider's archive and/or technical service, by the designated production liaison.

76.8.2. Archive and technical services may only be used on the basis of a written order sent to the designated department or, in the case of a co-production contract, to the production liaison. The order may be based on a prior legal relationship between the parties, such as a framework contract or a co-production contract (including the provision of archive and/or technical services).

76.8.3. If the Customer uses the Content as part of its own newly produced work (excluding co-production and public service programmes), it shall display the MTVA logo and the name "Media Service Support and Asset Management Fund" as a source in the end titles of the resulting work.

76.9. For news agency services

76.9.1. The Customer undertakes to

a) process and publish the material received from the Service Provider without distorting its content, without any possibility of misinterpretation or malicious inference, and in a manner that can be integrated into the original context;

b) publish the material received from the Service Provider without any changes to the text or without any significant alterations, to cite MTI (the abbreviation for the Board of Directors of Duna Médiaszolgáltató Nonprofit Zrt., hereinafter referred to as "MTI") as the source, and not cite any other news source; if the source of the content is a partner news agency, the Customer shall also indicate this;

c) in the case of the publication of information received from the Service Provider, refer to the news source at the beginning of the news block; publish a news flash with the exact indication of the news source;

d) use the information provided by the Service Provider for official purposes, with the indication "to the attention of the editorial staff", "correction..." or embargo, only in accordance with the indication and taking into account the indicated time. In the event of news being withdrawn, the Customer shall not refer to the withdrawn news, even indirectly, and in the event of a correction being issued, the correction shall be implemented immediately. In the event of breach of this obligation, the Customer shall be liable for any damages and infringements caused both to the Service Provider and to third parties, and shall indemnify the Service Provider from any liability;

e) communicate the photos received from the Service Provider with the indication "MTI" and the name of the author, and upon the Service Provider's request, shall immediately replace the photo with another photo provided by the Service Provider;

f) acknowledge that the message, content and characters of the photographs and accompanying texts may not be altered by retouching, cropping, computer interference (e.g. merging) or any other means, and that the Customer shall pay particular attention to the observance of rights relating to personality in the course of the communication;

g) in the event that the Customer displays the received photo as an illustration, i.e. not closely related to the given article, news or other content, in connection with another event, happening, as a means of illustration or conveying a mood, draw attention to this fact by stating "*The picture is an illustration"* or "*The photo is not taken of the persons in the article",* or similar wording in close proximity to the content of the photo, or displaying the original caption, indicating that there is no connection between the photo and the other content but of an aesthetic nature. The Service Provider shall not be liable for any misinterpretation of the photos during such use, and the Customer shall be liable for all legal consequences. In the case of uses under

this subclause, the Customer shall pay particular attention to ensure that any use other than in the original context is in compliance with data protection legislation and does not infringe rights relating to personality. The Customer shall be liable for any claims based on infringement of rights relating to personality arising from the use of the photographs as illustrations;

h) publish MTI graphics with acknowledgement of the source as indicated thereon;

i) keep confidential the information used to establish the connection (e.g. network data, addresses, customer ID, password).

76.9.2. The Customer acknowledges that in the event that it fails to comply with any of the provisions of subclauses (b), (c), (d), (e), (f), (g) above, it shall be liable to pay a penalty. The amount of the penalty is 1% (one per cent) of the Service Provider's monthly service fee fixed in the contract per incidence.

76.9.3. The Customer is entitled to use the Content, to modify, supplement, add explanations to, reproduce and distribute it without changing its essential elements and the facts contained therein, in compliance with the above.

76.9.4. If the Customer uses the Content in the context of an online service, the Customer shall place the following warning or a warning with the same content on its website, either prominently or in the form of a link:

News and photos of MTI and other news agencies used on the website are protected by copyright. Except in the case of free use as provided for in the Copyright Act, any use of photographs, captions and other texts, in particular their reproduction, distribution, communication to the public, adaptation, exhibition, storage on a computer or electronic medium, is prohibited.

In particular, the following are considered free use under the Copyright Act: copies made by a natural person for private use, and reproductions for illustrative purposes in the context of school education or scientific research, provided that such reproductions do not exceed the extent justified by the purpose, that the source and the author's name are indicated and that the reproductions are not made for the purpose of indirectly obtaining a profit. All other uses require the prior written permission of the rightholders.

76.9.5. In the case of photo services, the Customer may only use Content with "AP" source or origin in its entire Service, and may not create a separate AP profile.

76.9.6. The Customer acknowledges that in the event of exceptional and unforeseen circumstances (e.g. state of danger, etc.) or an event of major importance for the public service obligation, the amount of editorial news (news service) may change or decrease due to a possible reallocation of the tasks of the national news agency.

76.10. The Customer shall notify the Service Provider if it becomes aware of any unlawful use of the Content by any Third Party, and shall assist the Service Provider in preventing such infringement and in securing the Service Provider's rights and remedies in relation to the Content.

76.11. Specific conditions for information technology services:

76.11.1. In the case of remote services, the Service Provider shall provide the Customer with a username and a password, which shall be kept confidential and may be changed by the Service Provider at any time in the interest of and at the request of the Customer.

76.11.2. The Service Provider grants the Customer a non-exclusive and non-transferable right of access to the Service Provider's specified database in order to achieve the purpose of the Individual Contract.

76.11.3. The Customer may not

a) hand over the Software to a third party;

b) authorise any third party to use the Software;

c) copy the Software (it can only make one copy for security purposes);

d) change the Software;

e) combine the Software with other software;

f) market the Software;

g) transfer the Software;

h) reverse engineer the Software or disclose its operating principles without authorisation.

76.11.4. If the Service Provider provides the Customer with Software that can be operated in conjunction with the Customer's hardware and/or software, the Parties agree that:

a) the Service Provider does not guarantee that the Software will operate satisfactorily with the hardware or software provided by the Customer;

b) the Service Provider is not liable if the Service Provider's services operate with reduced performance or if the Customer suffers loss (including loss of content) or damage as a result of the Customer connecting to or accessing the Software through a system, software or equipment that is not supplied by the Service Provider;

c) the Service Provider may require the Customer to upgrade the Customer's hardware and/or software in order to maintain compatibility with the communication protocols and content format by changing the way the services are transmitted.

76.11.5. In order for the Service Provider to provide the Support to the Customer, the Customer shall cooperate with and assist the Service Provider to the extent necessary.

76.11.6. The Support provided by the Service Provider means the provision of telephone support for the Services (fault reporting 24 hours a day).

76.12. Specific conditions for film and sound archive services and real-time moving image and sound services:

76.12.1. The Customer acknowledges that in case of ordering a full-length programme, the Service Provider will not cut or edit the programme, e.g. to remove the embedded commercials and the breaks in sporting events. At the express and written request of the Customer, the Service Provider shall carry out the editing and cutting work, taking into account the free capacities at its disposal, and shall charge the costs thus incurred.

76.12.2. Even in the case of an order already confirmed by the Customer, the Service Provider shall have the right to refuse orders in writing or to limit the duration and/or scope of use, or to refuse or suspend the provision of the ordered service, with a corresponding modification of the consideration to be paid by the Customer, in particular with regard to its own programming principles and needs, content protection, business, and organisational interests, as well as in the event of non-payment by the Customer or in the event of debts owed to the Service Provider. This clause shall apply in the case of a previous production or co-production contract with the proviso that the Service Provider shall only be entitled to the rights set out herein if the Customer is in breach of contract with the Service Provider – arising from any legal relationship – at the time of the communication of the order.

76.12.3. The Service Provider shall be entitled to request from the Customer prior to performance preliminary statements affecting the circumstances of performance. The deadline for fulfilment shall be extended by the period between the submission of the request for a statement and the provision of the statement. In the event of refusal to make the statement or failure to make it by the deadline specified in the invitation, the Service Provider shall not be required to fulfil the order even in the case of a previous production or co-production relationship.

76.12.4. The Customer acknowledges that

a) in the event of cancellation of the order, if it has already signed and returned the confirmation, it will be charged a cancellation fee. The cancellation fee is based on the maximum technical and research fees set out in the confirmation signed and returned by the Customer. If the Customer has received the archival materials indicated in the signed Deal Memo and/or contract, but has not used them in the manner previously stipulated in the Deal Memo and/or contract, the technical, research and use fees shall still be paid to the Service Provider against an invoice (including VAT).

The cancellation fee, in relation to the date of performance set in the confirmation signed and returned by the customer, is as follows:

- in the event of cancellation within 3 (three) days, 30% (thirty per cent) of the archive technical costs or technical service fees indicated in the confirmation,
- in the event of cancellation within 2 (two) days, 40% (forty per cent) of the archive technical costs or technical service fees indicated in the confirmation,
- in the event of cancellation on the previous day, 50% (fifty per cent) of the archive technical costs or technical service fees indicated in the confirmation,
- in the event of cancellation on the date in question, 100% (one hundred per cent) of the archive technical costs or technical service fees indicated in the confirmation.

b) for the fulfilment of an order for an event at a known time, not agreed in advance, placed within 72 hours of the start of the event, the Service Provider will apply the following performance surcharges:

- ***if the order relating to the event is received within 72 hours of the event start date and/or the service is provided within 3 hours in the normal working hours (8:00–17:00) on a working day, the technical and performance costs will be double the list price;***
- ***for orders placed within 72 hours of the start of the event and for the provision of services outside working hours, including public holidays, the technical and performance costs are three times the list price;***
- ***for orders placed within 24 hours of the start of the event, and for the provision of services outside working hours, including public holidays, the technical and performance costs are five times the list price;***

and will be charged as above.

76.12.5. The Customer acknowledges that if it modifies the confirmed order within two working days before the expiry of the deadline for performance, a surcharge of 30% (thirty per cent) of the original value will be charged, or 30% (thirty per cent) of the amended value if the amended value is more.

76.12.6. The Service Provider will accept complaints concerning performance in writing within 5 (five) working days of the date of receipt of the archive service. It shall

investigate the legitimacy of the complaint within 5 (five) working days, the result of which shall be notified to the Customer in writing. If the Service Provider has fulfilled the order incorrectly, it shall correct it at its own expense within 3 (three) working days. If the Partner accepts MTVA's performance knowing of its breach of contract, it may not subsequently assert a claim against MTVA arising from the breach of contract.

76.12.7. The Customer acknowledges that the transfer shall be carried out via MTVA's own cloud technology, and that the use of other systems or the provision of other carriers is not possible due to MTVA's information technology security requirements.

76.12.8. In the case of archive services, the Customer shall delete the received archive materials within 8 calendar days after the period of time specified in the order confirmation (period of use) or after the number of presentations allowed has been completed, and shall provide a written declaration of deletion. In the event of breach of these obligations, the Service Provider shall be entitled to a penalty equalling the difference between the amount invoiced for the service and the maximum amount of the fee as per the price list plus the amount of the costs, taking into account the nature of the order (full, instalment, sporting event, etc.), and, if there is no difference, to 20% (twenty per cent) of the invoiced amount. In addition, the Service Provider shall be entitled to the total amount received by the Customer as total gross revenue in connection with the unauthorised use in any way (any subsidy received in connection with the use shall also be considered revenue). In addition, the Service Provider has the right to refuse further performance in the event of failure to provide the cancellation notice until it is supplied.

The Service Provider reserves the right, when any archival material stored in its Archive is ordered, to require that the order is accompanied by a declaration of consent, issued exclusively in the name of the Service Provider and naming the Customer as the person entitled to use the material as specified in the order, a so-called "access letter". In the case of dubbing, voice-overs, and subtitling, this provision shall apply with the proviso that an "access letter" from the rightholder of the film in question is required in all cases. ***Unless otherwise agreed, the Customer undertakes not to broadcast the Hungarian language version of the film (dubbing, voice-overs, subtitles) produced by the Service Provider to the public or make it available to third parties, as long as the Service Provider, as the rightholder, exercises its own rights (acquired by a licensing or co-production agreement) to broadcast the film to the public, including in particular, but not limited to, the first screening.*** In the case of films (series) consisting of several episodes, the Customer may only exercise the rights acquired on the basis of the order after the Service Provider has broadcast all the episodes to the public. If the Service Provider does not request an "access letter", this shall in no way affect its warranty for non-infringement and disclaimer provisions in these General Terms and Conditions.

76.12.9. The Service Provider's archive services for other purposes include, in particular, the reproduction of archive material, the use of its specific title, logo, format, other intellectual property rights, or the commercial exploitation of its distinctive and original form, as well as the provision of full-length material ordered for non-broadcasting purposes and parts thereof. The Service Provider may make other archive services subject to the conclusion of a separate contract with specific terms and conditions, even if it has otherwise concluded a framework contract with the Customer.

77. Research in the MTVA Archives

77.1. According to the Archives' operating rules, research generated by demands outside the public media may be initiated, taking into account the need for personnel and infrastructure, with due regard for the priority of broadcasting security and the production and provision of public media programmes and content, and with these as a top priority.

The Service Provider may, at its own discretion, refuse to carry out research, to authorise research or to provide any service based on preliminary or factual data or databases, in whole or in part, for broadcasting policy, content protection or commercial reasons, without obligation to state reasons.

77.2. The Archive area, like the production bases themselves, is a highly secured area, and access is subject to prior notification and authorisation for specific purposes.

77.3. For archival research, if it is not possible in MTVA's online databases or otherwise requires personal presence, the access request should be addressed to MTVA's Content Marketing Group at tartalomertekesites@mtva.hu or via the website https://archivum.mtva.hu.

77.4. The application must specify the purpose of the research, which may be

(i) exploration for private, non-publication purposes
- consultation with personal involvement (e.g., participant, contributor, or, after their death, relative, verifiable custodian of their memory, etc.)
- by a creator or author (e.g. a former photographer, director, composer, etc. to explore their own life's work, or heir, executor of an estate also for this purpose)

(ii) business research
- a media or content producer, for the purpose of producing content (e.g. television broadcasters, film producers, content creators, etc.)
- publishers, for media distribution (e.g. books, newspapers, internet, specialised content)
- cultural institutions (e.g. exhibitions, personal screenings, cultural clubs, etc.)

(iii) scientific research

Archive research (thesis, scientific article, dissertation, book writing, lecture, teaching, other) exclusively with a letter of authorisation or a declaration of support, performed on behalf of the institution that issued it.

The letter of authorisation or declaration of support must include:
- the purpose of the research,
- the exact name and address of the authorising institution,
- the name of the person authorised to issue the document, their academic degree (if any), their position at the institution, and their contact details,
- the signature and stamp of the person issuing the document,
- details of the authorised person and the scope of their research authorisation.

77.5. Once the access request has been evaluated, the Content Marketing Group will make an appointment with the individual(s) conducting the research, and initiate the authorisation of access to the Archive with MTVA Security.

77.6. The MTVA Archives are not public collections, so access – along with the authorisation of research – may be refused by both the Content Marketing Group and MTVA Security without justification, even if the purposes set out in clause 76.4 are met, taking into account, inter alia, the criteria set out in clause 76.1.

77.7. MTVA Security will apply access protocols appropriate to the current alert level. This may include the screening of personal data, luggage, clothing or vehicles.

77.8. In any case, research may only be started upon payment of or a commitment to pay the research fees listed in MTVA's Content Trading Price List.

77.9. During the research, those staying in MTVA buildings shall comply with the MTVA House Rules (the current version of which is available from MTVA's general publication list). In particular, it is important to note that any use of audio and video recording devices is prohibited within the premises, and that no copies may be made of the databases and content used in the course of the research. In addition to the above, the individual(s) conducting research shall comply with the provisions of the relevant MTVA internal regulations (Privacy Policy, Document Handling Policy) and the provisions on the handling of personal data. In addition, they shall comply with all applicable laws and regulations during and after the conduct of their research, in particular the relevant provisions of the GDPR and the Information Act, taking into account the requirements for the protection of personal data, and the application of the principles of "proportionality and necessity".

77.10. If the individual(s) arriving for the purpose of conducting research do not comply with MTVA rules while on MTVA premises, or if they behave in a manner that violates the House Rules and do not stop when asked to do so, they will be immediately escorted out of the building by MTVA Security. In addition to other possible legal consequences, a breach of the rules may result in the suspension or revocation of the access rights of the individual(s) concerned, or the refusal of future access.

77.11. In the event of an emergency (e.g. natural disaster, fire, bomb threat, etc.), the individual(s) arriving for the purpose of conducting research must strictly follow the instructions of MTVA staff, as well as the building's evacuation plan.

77.12. ***The researcher(s) shall be directly liable to MTVA and/or the public service media provider and any third parties, for third-party claims arising from any breach of the above obligations. With regard to the undertaking of the person(s) conducting the research, MTVA is entitled to refer any third party to the person conducting the research (including the public research organisation supporting the researcher) in connection with any claims within the scope of this clause, informing them of such researchers' direct liability. If MTVA is ordered to pay a fine by an organisation in connection with its contribution to or omissions in the course of the research (provided that no intentionality can be ascertained), the individual(s) conducting the research shall pay the fine if so requested by MTVA.***

77.13. For scientific research, the individuals(s) conducting the research acknowledge that the provision of the necessary documents and data may require prior exploration by MTVA and, where applicable, the involvement of a third party service provider, the costs of which shall be paid by the individuals(s) conducting the research upon request by MTVA. The individuals(s) conducting the research must cooperate with MTVA in the preliminary determination of the necessary labour, service provider involvement and the foreseeable time demand, and must acknowledge the overriding importance of MTVA's performance of its public tasks.

77.14. If the individuals(s) conducting the research request a copy of content, MTVA will only comply after a positive assessment of the prior written request of the individuals(s) conducting the research, in view of the data protection guidelines and MTVA's obligations to protect the content.

77.15. In view of the outstanding social, cultural and economic role of MTVA and its functions, MTVA may, as a condition of entry to the headquarters, premises and other locations designated as such by MTVA, request the Customer or the person personally involved in the performance of the contract to provide proof of specific medical data (in particular,

immunity in an epidemiological situation, vaccination) as a condition of safe stay and protection of the workplace.

Entitlements to, conditions for and any restrictions on entry and stay shall be governed by the instructions of the Director General in force on the rules of entry and stay at the headquarters and premises of the Media Services Support and Asset Management Fund. The detailed conditions for entry and stay are set out in the entry requirements available on the general publication list, and the Partner shall monitor any changes in these conditions and follow them during the performance of the legal relationship.

The Customer declares that it understands the above and undertakes to inform all persons who are personally involved in the provision of the service which the Customer undertakes to provide to MTVA of this provision without delay and to employ only such persons at the above locations or, if the legal relationship so permits, to use such contractors who comply with the above rules and who provide credible proof of this in the manner set out in this clause. By signing these General Terms and Conditions, the Customer expressly declares that it has acknowledged that MTVA may deny the access of the person intending to enter if the person intending to enter does not fulfil the required conditions or if the person intending to enter fails to provide or satisfactorily provide credible proof thereof, and has acknowledged that in this case it is not exempted from the legal consequences of the non-contractual performance of the service it has undertaken to provide, and does not invoke for its exemption any breach of contract on the part of MTVA or any legitimate conduct which makes the contractual performance of the obligated party impossible. If this clause conflicts with any provision of the Individual Contract, this provision shall prevail. If this clause supplements (and does not derogate from) a related provision of the Individual Contract, the two provisions shall jointly prevail.

77.16. The Customer acknowledges that MTVA may refuse access to any person intending to enter if such person does not fulfil the required conditions or if the person intending to enter does not or does not satisfactorily provide credible proof thereof, and has acknowledged that in such case it is not exempted from the legal consequences of the non-proper performance of the service it has undertaken to provide, and, for such exemption the Customer shall not rely on any breach of contract on the part of MTVA or any legitimate conduct which makes the contractual performance of the obligated party impossible. If this clause conflicts with any provision of the contract, this provision shall prevail. If this clause supplements (and does not derogate from) a related provision of the contract, the two provisions shall jointly prevail.

78. Liability

78.1. The parties acknowledge that they shall be liable to the other party for all damages arising from their breach of contract, and that in the event of breach of contract by the Customer, the Service Provider shall be entitled to terminate or withdraw from the contract with immediate effect.

78.2. If equipment is used, the customer shall be unconditionally and fully financially liable for the proper use and preservation of the equipment provided to them, as well as for any damage, destruction or loss(es) resulting from any cause whatsoever. Liability shall be calculated based on the replacement value of the equipment in question.

78.3. ***The Service Provider shall not be liable for any loss or damage suffered by the Customer as a result of any misunderstanding, misinterpretation or improper use of the Content.***

78.4. The Service Provider shall not be liable for occasional technical failures which are not attributable to its actions. These include, for example: power outages, breakdowns due to faults in the telecommunications network (cable damage, line breaks), damage caused by natural disasters, system downtime attributable to the Customer, damage

caused by delays in encoding, updating (synchronisation) or any other technical reasons, as well as any other events beyond the control of either party.

78.5. The Customer shall immediately report any defects in connection with the service. The Service Provider shall not be liable for performance-related damages resulting from a delay or failure to report the error, and shall be entitled to charge the full service fee.

78.6. Should any event make the operation of the service impossible for more than 1 (one) calendar day due to the fault of the Service Provider, the Service Provider shall not charge the pro rata partial fees for the duration of the outage.

78.7. The Service Provider shall be entitled to withdraw from the Contract or terminate it with immediate effect if performance is frustrated for reasons within the Customer's interests, including in particular if the delay or defective performance is of an extent so as to cause the Service Provider's interest in performing the Contract to lapse. Termination of the Contract for this reason shall be deemed to be the fault of the Customer. The Parties consider as such, without any further discretion, a delay of at least 15 days in the case of a deadline established in days.

78.8. If the Contract is terminated by the Customer at an inopportune time, the Customer shall compensate MTVA for the damage caused by the termination, unless the termination is due to breach of contract by MTVA or Force Majeure on the part of MTVA.

78.9. The Parties stipulate that if the Customer is obliged to pay a penalty due to a breach of contract, the Customer shall transfer the amount of the penalty to the bank account of the Service Provider within 8 (eight) calendar days of the Service Provider's notice, or the Service Provider shall be entitled to enforce its claim for the penalty by offsetting it against any other claim of the Customer against the Service Provider.

78.10. ***Payment of the penalty shall not exempt the Customer from other legal consequences of the breach of contract, in particular compensation for the damage caused by the breach of contract. In any case, the Service Provider is entitled to compensation for any damage caused by the breach of contract in addition to the penalty, including any additional costs incurred by the breach of contract [including any consequential damage, in particular any costs incurred by MTVA in good faith in connection with programme schedule changes, and any loss of profit].***

78.11. In the event of termination of the Contract for any reason prior to its full performance, or in the event of a change in the person of the Customer, the Parties shall settle with each other. However, this shall not affect the rights and obligations of the Parties under this Contract that arose prior to the date of termination or change, including any transfer of ownership or publishing rights.

79. Termination

79.1. The contract, if concluded for a continuous provision of service and/or for an indefinite period, may be terminated by either party in writing, giving 30 (thirty) days' notice without providing a reason. In other cases, unless there is a reason not previously mentioned in these General Terms and Conditions, withdrawal from the contract is not possible, and it may only be terminated by mutual agreement between the Parties.

79.2. Either Party may terminate the Contract with immediate effect if:

a) the other Party suspends its business activities;

b) the other Party loses all or part of its discretion or power of disposal over its assets in any way, whether or not this situation can be reversed, unless the restriction on the power of disposal results from the opening of bankruptcy proceedings against the Party;

c) it is in breach of any of its obligations under the Contract, and the Party concerned has previously given the Party in breach at least 15 (fifteen) calendar days' notice, with a warning of the legal consequences, to remedy the breach, but the period has expired without result; or

d) a force majeure situation has arisen and the obstacle has not been removed within 30 (thirty) days.

79.3. ***MTVA is also entitled to terminate the Contract with immediate effect if:***

a) the Customer severely or repeatedly breaches the provisions of the Contract;

b) the Customer fails to perform its obligations under the Contract within the deadline, or within a reasonable amount of time;

c) the Customer is subject to compulsory liquidation or bankruptcy proceedings;

d) in the event of defective performance, the Customer has not undertaken to repair the defect, or has not remedied the defect in performance within a reasonable period of time or, in view of the nature of the task and the intended purpose of the task as assigned by MTVA, cannot do so without causing significant harm to MTVA;

e) it engages in conduct that harms or jeopardises the legitimate interests or reputation of MTVA, the public service media provider or the companies under their ownership or the foundations established by them;

f) it offers, promises or gives advantages to persons who are involved in the preparation, conclusion or performance of the contract on behalf of MTVA, or who are close relatives of such persons;

g) any of the Customer's contributing parties attests to the cases described in subclauses (f) or (g).

79.4. ***MTVA is also entitled to terminate the Contract with immediate effect if:***

a) the Customer, any of its executive officers, or a member of the Agent with qualifying interest or any of its executive officers is subject to criminal proceedings or suspected of criminal offences;

b) the Customer, its executive officer, employee, agent or subcontractor provides false information during the performance of the contract or the conclusion of the contract;

c) the Customer, its executive officer or a member of the Customer with a qualified majority interest or its executive officer engages in business conduct that is incompatible with the objectives of MTVA, the public service media provider or the companies under their ownership and the foundations established by them, or in conduct that is dishonest;

d) the Contracting Party, its executive officers, employees, subcontractors or a member of the Customer with a qualifying interest or any executive officer thereof violates a national or international law or trade regulation relating to fair competition or fails to take appropriate and necessary preventive measures to that end;

e) the Customer, any of its executive officers, subcontractors or a member of the Contracting Party with a qualifying interest or any of its executive officers is suspected of corruption or bribery;

f) a conflict of interest arises between the Customer, its executive officers, employees, subcontractors or any member of the

Contracting Party with a qualifying interest or its executive officers and the Customer or MTVA and such conflict of interest is not declared and not resolved.

80. Miscellaneous provisions

80.1. The Service Provider reserves the right to modify the content of the service and the method its provision without any deterioration in the quality of the service, within the context of continuous improvement.

80.2. The Parties may modify the contract for the sale of content by mutual agreement in the same form as the order (in writing, including by fax, email or post).

80.3. ***MTVA reserves all rights (in particular: intellectual property rights) and excludes and prohibits the use of the Content in the case of uses pursuant to Section 36(2) of the Copyright Act, thus the Content, including in particular articles on current economic or political topics commissioned by or produced by MTVA or within its asset management, or broadcast on such topics, may not be freely reproduced or broadcast to the public in the press – including making it available to the public [Section 26(8)].***

80.4. These General Terms and Conditions set out the terms and conditions for the marketing of the contents of the Motion Picture Archives, the Photo Archives, the Press Database and Article Repository, the Prose Archives and Programme Document Repository, the Music Archives and the Music Scores Repository managed by the Media Service Support and Asset Management Fund. All such legal relationships of MTVA shall be governed by the provisions set out herein (as general terms and conditions), unless otherwise provided by law or by a framework and/or individual contract.

80.5. MTVA shall notify the Customer of any amendment to the GTC or the Price List 15 (fifteen) calendar days prior to the entry into force of the amendment (publication on MTVA's corporate website – currently: www.mtva.hu – shall also constitute a valid notification). The Customer may cancel or modify the order affected by the amendment in writing within 15 (fifteen) calendar days of the date of entry into force of the amendment of the GTC, without penalty. Subsequent cancellations (modifications) shall be governed by the provisions of the first subclause of clause 75.12.4 of this document. In the absence of a statement by the Customer within 15 (fifteen) days (from the date of entry into force of the amendment to the GTC), the amendment shall be deemed to have been accepted.

80.6. With respect to the orders specified in the Individual Contract, Hungarian laws and regulations, professional conventions and the rules of the Hungarian language shall prevail; in this context, there shall be no room for broad interpretation.

80.7. The GTC and all Contracts of which the GTC form an integral part shall be governed by Hungarian law and construed in accordance with Hungarian law and judicial practice.

PART VII: GENERAL TERMS AND CONDITIONS FOR THE COMMERCIAL SERVICES AVAILABLE ON THE *NEMZETIARCHIVUM.HU* WEBSITE

81. At present, the terms and conditions for the https://nemzetiarchivum.hu internet website (hereinafter referred to as the Webshop), is a set of general rules and regulations for the use of commercial services, as well as the purchase of tangible or intangible goods, rights and entitlements.

82. By using the Website, the Customer declares that they are aware of and accept the following GTC. By using the Service, the Customer declares that they agree to all the provisions of the GTC, and that they consider themselves bound by them.

83. The Service Provider may inform its Users of amendments to the GTC in the form of a short notice, which may be published on the Website (https://nemzetiarchivum.hu/) or by sending a notification to the email address provided by the user, under My Account. In such cases, an amended version of the General Terms of Use will appear on the site, and should be adhered to.

84. Details of the service provider:

- Name: Media Service Support and Asset Management Fund (MTVA)
- Registration number: Decision No 206/2020 (17.III.)
- Registering authority: Media Council of the National Media and Infocommunications Authority
- Tax number: 18091715-4-44
- Registered office: H-1037 Budapest, Kunigunda útja 64.
- Mailing address: H-1037 Budapest, Kunigunda útja 64.
- Financial institution where the account is kept:
- Account number:
- E-mail: webshop@mtva.hu
- Phone: +36 1 759 5050
- Website/Webshop: https://nemzetiarchivum.hu/
- IBAN account number:
- Hosting provider: MTVA

85. Using the website

85.1. The MTVA Archive website provides product presentation and, for certain products and services, online ordering options for the Customer. The Customer can browse the Website using the menu items.

85.2. On the product data page of the Website, he Customer can view the brief description and characteristics of each product (size, colour, quantity, material, other characteristics), images of the product, information about the currently available (orderable) product(s), and the price of the product. Further questions regarding the products may be submitted to the Service Provider through the Website's Helpdesk interface (https://nemzetiarchivum.hu/helpdesk).

85.3. The Service Provider also provides an opportunity to order images from the National Photo Library by placing them in the Shopping Cart. Clicking on the selected image will display a watermarked version of the photo, along with the title of the image, the creator and owner of the image, the identification data of the image, purchasing options for

different media (various licences providing different usage modes, digital copy, canvas, paper-based, size options), the price of the image, and package discount options.

85.4. The provisions of the GTC and the guides and other information available on the Website shall be interpreted together, and with reference to each other. In the event of any discrepancy between the content of the GTC and the information and other materials available on the Website, the provisions of the GTC shall prevail. Contracts concluded under the GTC shall not include any customs and practices widely known and regularly applied by the parties to similar contracts in the relevant business sector (e.g. other service providers, operators, customers).

85.5. The use of the images presented in the National Photo Library is subject to royalty payments, the rights to which can only be acquired by means of the online ordering option specified in the GTC, in return for consideration. Any other use of the images (including downloading of the images or taking screenshots of the images) is prohibited!

86. Registration

86.1. There is no need to register on the Website to place an order, but to make future purchases easier, the Customer has the option to register an Account on the platform in two ways: by using Facebook registration data (email address and password), or by registering directly on the Website.

86.2. The Customer can register on the Website by providing the following data: Last name, first name, email, password (The password must be at least 6 characters long and must contain at least one number and one capital letter.)

86.3. To delete the Registration, after logging in to the site, the Customer can click on the "Delete Registration" tab under the PROFILE menu item.

86.4. During registration, the Customer must accept the General Terms and Conditions and the Privacy Policy. They can do this by ticking the designated checkbox.

86.5. To complete the registration, the "I'm not a robot" reCAPTCHA box must be checked. This feature helps prevent spambots and other bots from registering on the Website.

86.6. To finalise the registration, the Customer needs to click on the "Register" button.

86.7. The Customer should note that if they register with their Facebook login details, the Service Provider will not store their login details. If the Customer registers directly on the Website, the Service Provider will store the data provided during registration on the Website, with the exception of the password. The Service Provider only stores the password in hash format, in a non-reversible manner.

87. Placing an order

87.1. By placing an order on the Website and confirmation of the order by the Service Provider, an electronic contract is concluded between the Service Provider and the Customer. The date of conclusion of the contract is the date of the Service Provider's confirmation of the order. This will be an electronically concluded contract that does not qualify as a written contract, but which is registered and kept on record by the Service Provider by such registration number until the last day of the 6th calendar year following the order. During this period, the Service Provider shall make the contract available to the Customer at any time at the Customer's express request.[6]

87.2. The Customer has a payment obligation for the service selected and ordered, on the basis of the contract concluded by way of ordering.

87.3. The Service Provider shall publish the GTC and the Privacy Policy in accordance with the applicable legal requirements, making it accessible from the home page of the Website, with a clear indication of its effective date, in a format that can be saved and printed by the Customer, in a manner suitable for retention.

[6] Hungarian Civil Code, Section 6:82(1)(B).

87.4. ***Ordering on the Website is subject to the Customer becoming knowledgeable of and accepting these General Terms and Conditions, accepting the Privacy Notice, and acknowledging that the Service Provider has fully complied with its pre-contractual information obligations pursuant to Government Decree 45/2014 (II.26.) on the detailed rules of contracts between consumers and businesses. Upon acceptance by the Customer, the terms of the GTC become part of the contract.***

87.5. When placing an order on the Website, the Customer selects the product(s) they wish to order in accordance with these General Terms and Conditions, and by providing the necessary information, selecting the payment method, and finally by clicking on the "Payment" button, the Customer makes a binding offer to purchase the products. If the Customer withdraws their offer before the order is confirmed, the offer shall cease to be binding. Upon confirmation of the order, the contract is concluded between the Parties, and a payment obligation arises for the Customer.

87.6. ***The Service Provider reserves the right to reject or refuse an Order at its sole discretion, without justification, in particular if the Customer failed to receive a previous Order, provided an incorrect or non-existent address, or otherwise, directly or indirectly, caused damage to MTVA, or was late in fulfilling or failed to fulfil their payment obligations. The Service Provider is primarily engaged in retail sales on the Website, and therefore the Service Provider reserves the right to confirm a lower quantity of the Products than what is designated in the Order, depending on availability. This may be the case, in particular, if the quantity of products ordered exceeds the usual quantity for personal use, and if the order is placed during a campaign. The Service Provider shall notify the Customer of the rejection of the order by sending an email to the email address provided. In such cases, the Service Provider shall refund to the Customer the Sales Price of the Products already paid for by the Customer but not yet confirmed by the Service Provider, using the same payment method by which the purchase price was originally paid.***

87.7. For contracts concluded by electronic means, the language of the contract shall be Hungarian. The contract shall be governed by Hungarian law.

87.8. The prices displayed for the products are shown in HUF and are gross prices, meaning that they include the statutory 27% value added tax (VAT) but do not include shipping costs.

87.9. No extra packaging costs will be charged. The exact shipping costs and estimated delivery time will be displayed for each individual order, along with the delivery method chosen and the delivery address.

87.10. If, despite reasonable due diligence on part of the Service Provider, an incorrect price is listed next to the product, and the price of the product differs from its generally accepted price, the Service Provider is not obliged to provide the product at the incorrect price, but is required to offer the Customer the option of purchasing the product for the actual price during the confirmation of the order. If the Customer does not wish to make use of this option, they have the right to unilaterally withdraw from the contract.

88. Technical description of the ordering process

88.1. The selected product(s) can be placed in the cart using the "Add to Cart" button, located next to the button for increasing or decreasing the number of items, and selecting the product content. The Customer can check the contents of the shopping cart by clicking on the Shopping Cart menu item, and can modify the quantity of the products in the shopping cart or delete an item by clicking on the red line next to the product. In the browser, the Customer can continue the purchase process by clicking the "Order" button.

88.2. If the Customer wishes to return to the Webshop product list in order to change the product they wish to purchase or to add a new product to their Cart, they can do so by clicking on the "Back" button in the browser.

88.3. Before finalising the Order, the Customer must provide the data necessary for the execution of the contract, which are as follows: contact details (full name, email address, then email address again as confirmation), cardholder data / billing data (checkbox option if the cardholder data match the notification data; delivery methods (personal pickup, home delivery, MPL parcel collection point); option to select whether the Customer is purchasing as an individual or as a company. Private individual customer data: Full Name, Country, City, Postal Code, Address. Customer data when purchasing on behalf of a company: Name, Company Name, Tax Number, Country, City, Postal Code, Address.

88.4. The interface marks mandatory data required for purchase with an asterisk.

88.5. To proceed, the Customer must accept (read and acknowledge) the GTC and the Privacy Policy.

88.6. The next step in the ordering process is for the Customer to select a suitable payment method.

88.7. Before finalising the Order, the Customer must verify the accuracy of the data provided.

88.8. When finalising the Order, the Customer must declare that they have read and accepted the provisions of the GTC and that they have read the Privacy Policy. The Customer can do this by selecting the appropriate checkbox.

88.9. By clicking on the "Payment" button, the order is sent to the Service Provider, and the Customer becomes contractually bound by the offer.

88.10. If the mandatory data has not been provided, or if the Customer has not accepted the provisions of the GTC, the Customer will receive an error report warning them of the errors. In this case, the Order cannot be finalised until the errors have been corrected.

88.11. The Customer will receive confirmation of submission of the order on the Website and by email. If the Customer notices any incorrect data after the order has been registered (e.g. in the confirmation email), they shall notify the Service Provider immediately but no later than within 24 hours.

88.12. The automated message sent on receipt of an Order does not constitute acceptance of the Customer's offer; the contract between the parties is concluded upon confirmation of the Order. The Service Provider shall confirm the order to the Customer within 48 hours. If the Customer does not receive the confirmation within 48 hours, the Customer shall be released from their obligation with regards to the Order, and shall not be obliged to accept delivery of the products ordered.

88.13. The confirmation email contains the data provided during the purchase, the order details, the name and price of the product(s) ordered, the selected payment and delivery methods, the order number as well as any comments made by the User regarding the order. Ownership of the ordered product is transferred to the Customer upon delivery. The Customer also bears the risk of damage from the date of delivery.

89. Payment options

89.1. The purchase price of the products purchased can only be settled using one of the payment methods specified below, and the Customer, by finalising the order, accepts that they will not have any other options for payment.

89.2. The Customer may choose between payment by bank card (SimplePay) or other payment methods that may entitle them to a discount (Gift Card, Coupon Code, Package), and may pay the purchase price or offset it with the amount of their Balance. (We wish to once again remind the Customer that the option to pay using their Balance is only available for the purchase of products from the National Photo Library.) Discounts for various payment options cannot be combined. The shipping fee is not included in the price of the product, and will be indicated separately upon selecting the delivery method.

89.3. Payment options qualifying the Customer for a discount:

- Special discounted package options are available to the Customer for the purchase of National Photo Library products (payment from the package is possible only after the Customer logs in to the Website). Package: exclusively for the purchase of images from the National Photo Library, the Customer can choose between four different digital Packages by clicking on the Packages tab: Small (HUF 5000 + 20% gift), Medium (HUF 15 000 + 40% gift), Large (HUF 30 000 + 50% gift), and Business (HUF 100 000 + 50% gift). Registration on the Website is required to purchase a Package.
- Gift card: a card that can be purchased for various occasions (Christmas, birthday, etc.), which can be topped up with any amount of money, and the balance of which can be used to purchase products from the Webshop. It can be used on multiple purchases, up to its balance amount.
- Coupon code: if the Customer receives a coupon redeemable in the Webshop from the Service Provider or one of our partners, the coupon code can be validated on the Shopping Cart page. After entering the coupon code, the total amount payable will be modified by the amount of the coupon.

89.4. The Service Provider shall only begin assembling, packaging and sending the purchased product to the Customer on the day when the full purchase price is credited to the Service Provider's bank account, no later than 2:00 PM Central European Time.

89.5. The Customer acknowledges that the Service Provider has no control over the crediting period of the bank transfer, and therefore the Service Provider shall not be liable or responsible for any delays in the transfer. The Service Provider shall carry out bank transfers with the assistance of VOXPAY, a contracted third party.

89.6. VOXPAY shall issue an electronic invoice for the amount paid by the Customer for the Service Provider's products, which the Service Provider will send to the Customer by electronic mail after successful completion of the payment. The Service Provider will retain these invoices until the end of the 8th year from the date of purchase, in accordance with the obligation to preserve accounting records.

90. Delivery

90.1. The Customer may choose between the following delivery methods: home delivery by courier service, MPL Parcel Collection Point, or personal pickup at the registered office of Monobit Nyomda Kft.: *1033 Budapest, Szentendrei út 95, Building III* (Monobit Nyomda Kft.: MTVA's contracted partner, manufacturer of the photos purchased for the National Photo Library, provides the pickup point for products purchased in the Webshop).

90.2. Delivery is subject to a fee, depending on the pickup method. Its amount will be communicated at the time of purchase, before finalising the order.

90.3. Both the Service Provider and the Courier Service will send a notification to the Customer about the current status of the parcel.

90.4. The Customer may contact the courier service to further clarify the delivery time.

90.5. Upon receipt of the product, the Customer must check that the product is intact. Please inspect the parcel upon delivery, in front of the courier, and in case of any damaged or missing products, do not accept the parcel, and be sure to request that a report be drawn up of the damaged or missing products. We will not be able to accept any claims for damage caused during the delivery without a corresponding report. By accepting the product from the courier and signing the document confirming receipt, quantitative and qualitative acceptance of the product takes place, which means that after acceptance, the User can only exercise their right of withdrawal, hence after the departure of the courier, the Service Provider will not accept any subsequent complaints regarding quantity and quality.

90.6. Delivery costs will be indicated separately on the Website before finalising the Order.

90.7. The deadline for delivery is 48 hours from the order date if an MPL Parcel Collection Point is used. The exact delivery time will be indicated in the Service Provider's confirmation.

90.8. Unless otherwise agreed, the Service Provider shall provide (deliver) the product to the Customer without delay but no later than within thirty days after the conclusion of the contract. In the event of delay on the part of the Service Provider, the Customer is entitled to set a cure period. If the Service Provider fails to perform within the cure period, the Customer has the right to withdraw from the contract. The Customer is entitled to withdraw from the contract without setting a cure period if the Service Provider has refused performance of the contract, or if the contract should have been performed at a specified time, and not at any other time, by agreement of the parties or by reason of the recognisable purpose of the service.

90.9. If, despite its best efforts, the Service Provider is unable to deliver the ordered product, contract performance becomes impossible and the contract is terminated. The Service Provider is required to inform the Customer immediately after becoming aware of this fact, and must refund the prepaid purchase price to the Customer.

91. Right of withdrawal and cancellation

91.1. The Customer may withdraw from the individual sales contract without justification within 14 (fourteen) calendar days of receipt of the product package. The withdrawal, including the Customer's bank account number, must be sent by registered mail with a confirmation of receipt to the Service Provider's registered office, no later than on the day of the deadline expiry. The Customer may also send their withdrawal statement to the Service Provider electronically, but in this case the Customer shall bear the burden of proving that the withdrawal statement reached the Service Provider within the 14-day deadline. The original invoice for the purchase, or a copy thereof, must be sent attached to the statement of withdrawal. The statement of withdrawal, sent in due form with the required attachments, shall terminate the individual contract of sale upon its delivery to the Service Provider (upon occurrence of the fiction of delivery), but shall not otherwise constitute a legally binding communication.

91.2. ***The Customer bears the burden of proving that they exercised their right of withdrawal in accordance with the provisions set out in clause 91.***

91.3. In both cases, the Service Provider shall immediately acknowledge receipt of the Customer's withdrawal statement by email.

91.4. In the case of a written withdrawal, it shall be deemed to have been effected in time if the Customer sends a statement to this effect to the Service Provider within 14 calendar days (that is, no later than on the 14th calendar day).

91.5. For the purpose of calculating the deadline, in the case of notification by post, the Service Provider takes into account the date of posting; in the case of notification by email or fax, the Service Provider takes into account the time of sending the email or fax.

91.6. In the event of withdrawal, the Customer shall return the ordered product to the address of the Service Provider indicated in clause 94.1.1 of the GTC without undue delay but no later than 14 days from the date of the communication of the withdrawal statement.

The deadline is considered to have been met if the Customer sends (posts or hands over to the courier ordered by the Customer) the product before the expiration of the 14-day deadline.

91.7. The Customer shall bear the cost of returning the product to the Service Provider's address. Apart from the cost of returning the product, the Customer shall not be charged any other costs in connection with the withdrawal.

91.8. If the Customer withdraws from the contract, the Service Provider shall refund all considerations paid by the Customer, including the transport (delivery) costs, immediately, but no later than 14 days after receipt of the Customer's notice of withdrawal, except for any additional costs incurred because the Customer chose a mode of transport other than the cheapest standard transportation method offered by the Service Provider. The Service Provider is entitled to withhold the refund until the product has been returned to it, or until the Customer has provided credible proof that it has been returned: the Service Provider shall take the earlier of the two dates into account.

91.9. For the refund, the Service Provider shall use the same payment method as the one used for the original transaction, unless the Customer expressly consents to the use of another payment method; the Customer shall not incur any additional costs due to the application of this refund method.

91.10. The Customer may only be held liable for the loss of value of the product if it occurred due to use beyond the use necessary to establish the nature, characteristics and functioning of the product.

91.11. The Customer shall bear the costs incurred in connection with the return of the product due to the Customer exercising their right of withdrawal. The Customer shall also bear any damages arising during the return of the product that result from the defective packaging of the goods.

91.12. The Customer acknowledges that pursuant to Section 29(1)(d) of Government Decree No. 45/2014 (26.II.) (hereinafter referred to as "the Decree"), the right of withdrawal shall not apply to perishable products or products that only retain their quality for a short period of time, or to opened products, for reasons of hygiene and health protection pursuant to Section 29(1)(e).

92. Withdrawal/cancellation statement template

Please complete and return the form to one of our contact details indicated in clause 94.1.1 of the GTC if you intend to withdraw from/cancel the contract.

Recipient: Media Service Support and Asset Management Fund (MTVA)

e-mail address: webshop@mtva.hu

""I/We, the undersigned, declare that I/we exercise my/our right of withdrawal/cancellation with regard to the contract for the purchase of the following product(s), or the provision of the following service(s):

(please provide an itemised list of the products or services purchased or used)

Date of contract conclusion / date of receipt:

(please indicate the precise date of purchase/use/contract/receipt)

Name of customer(s):

Address of customer(s):

Signature of customer(s): (only if the statement was made on paper)

Date: (please indicate the place and date of signature)"

93. Liability

93.1. The Customer is responsible for checking the ingredients listed on the product before opening. If the product or any of its components may cause an allergic or other adverse reaction to the Customer or to a third party for whom they purchased the product, the

Customer is responsible for returning the product unopened to the Service Provider within the withdrawal period.

93.2. Before placing an order, the Customer can also obtain information about product ingredients on the Website by clicking on the "Details" menu item displayed with the products.

93.3. With the exception of products qualifying as foodstuffs or food supplements (vitamins), other products, regardless of their form or appearance, are not suitable for consumption by humans or other living beings.

93.4. ***The Service Provider excludes its liability in all cases where the Customer did not act in accordance with the provisions of the GTC.***

94. Warranty, demand for performance

94.1. The following provisions shall apply to the existence and conditions of warranty for material defects and product warranty for the Service Provider's products.

94.1.1. GENERAL INFORMATION ON THE WARRANTY FOR MATERIAL DEFECTS

a) The Service Provider shall be deemed to have performed defectively if the service does not meet the quality requirements laid down in the contract or by law at the time of performance. The Service Provider shall not be considered to have performed defectively if the Customer knew or should have known of the defect at the time of the conclusion of the contract.

b) The Service Provider is liable for defective performance under the warranty for material defects. As consumer, the Customer's warranty claim for material defects expires within two years of the date of performance. A reseller Customer's warranty claim for material defects expires within one year of the date of performance. The Customer may assert their rights of warranty for material defects as defence against a claim arising from the same contract, even if the warranty claim for material defects has expired.

c) Based on the Customer's warranty claim for material defects, the Customer may choose:

- to request repair or replacement, except if
  - it is impossible to enforce the chosen warranty for material defects, or
  - it would result in disproportionate additional costs for the Service Provider compared with another warranty claim for material defects, taking into account
  - the value represented by the service in a state of no defect,
  - the severity of the breach of contract,
  - any harm caused to the rightsholder's interests by enforcing the warranty for material defects;
- to request a proportionate reduction of the consideration, to repair the defect themselves or have it repaired at the Service Provider's expense, or to withdraw from the contract (except in case of minor defects), if
  - the Service Provider did not undertake the repair or replacement,
  - the Service Provider is unable to fulfil its repair or replacement obligation within a reasonable time, without prejudice to the interests of the Customer,
  - the Customer's has no longer any interest in the repair or replacement.

d) The Customer may switch from one form of warranty for material defects of their choice to another. The Customer shall pay the Service Provider the costs

caused by such switch, unless it was necessiated for reasons attributable to the Service Provider or switching was otherwise justified.

e) The Customer shall notify the Service Provider of the defect without delay, as soon as the defect is discovered. For Customers who are considered consumers, a defect communicated within two months of the discovery of the defect shall be deemed to have been communicated without delay. The Customer shall be liable for any damages resulting from the delay in notification.

f) All costs related to the fulfilment of the warranty obligation shall be borne by the Service Provider.

g) The Customer shall notify the Service Provider of the defect immediately after its discovery, but no later than two months after the discovery of the defect. Within six months of the date of performance, there is no other condition for the Customer to enforce their warranty claim for material defects other than communicating the defect, provided that the Customer proves that the product or service was supplied by the Service Provider. However, after six months from the date of performance, it is for the Customer to prove that the defect detected by the Customer was already present at the time of performance.

94.1.2. GENERAL PRODUCT WARRANTY INFORMATION

a) The provisions of this section apply only to consumer contracts.

b) In the event of a defect in a product sold by the Service Provider to the Customer, the Customer may demand that the manufacturer (the manufacturer being the producer and distributor of the product) repair the defect or – if repair is not possible within a reasonable period of time without prejudice to the interests of the Customer – replace the product. The manufacturer has a product warranty obligation for two years from the date on which the product is placed on the market. The expiration of this deadline will result in the loss of rights.

c) The product is defective if

- it does not meet the quality requirements in force when the product was placed on the market by the manufacturer,
- or if it does not have the properties given in the description provided by the manufacturer.

d) The manufacturer is exempted from the product warranty obligation if it can prove that

- it did not manufacture or market the product in the course of its business or independent professional activity;
- the defect was not detectable according to the state of science and technology at the time the product was placed on the market; or
- the defect in the product was caused by the application of a legal or regulatory requirement.

e) In the case of replacement, the manufacturer shall have a warranty obligation for material defects for the replaced product, and in the case of repair, for the part of the product affected by the repair.

f) The Customer shall notify the manufacturer of the defect without delay, after the defect is discovered. A defect communicated within two months of its discovery shall be deemed to have been communicated without delay. The Customer shall be liable for any damages resulting from the delay in notification.

94.1.3. ENFORCEMENT OF WARRANTY RIGHTS

a) For the purposes of this clause, warranty shall be understood to mean both warranty for material defects and product warranty.

b) When processing warranty claims asserted by the Customer, the other terms and conditions of the GTC shall apply subject to the following special rules:

c) When the Customer asserts a warranty claim, conclusion of the contract shall be deemed to be proven if the Customer presents proof of payment of the consideration: an invoice or receipt issued in accordance with the Value Added Tax Act. The GTC and the Service Provider do not exclude the possibility for the consumer to prove the conclusion of the contract by other means.

d) The Service Provider shall record the Customer's warranty claim reported to it, with the content defined in NGM Decree 19/2014 of the Minister for the National Economy, and shall provide the Customer with a copy.

e) The Service Provider shall endeavour to carry out the repair or replacement within a maximum of fifteen days.

94.1.4. DEMAND FOR PERFORMANCE

a) In the event that the Service Provider is unjustifiably late in delivering the product ordered, confirmed and paid for by the Customer, the Customer may demand performance under the provisions of Act V of 2013 on the Civil Code (hereinafter as the "Civil Code"), or may withdraw from the contract if it no longer has interest in performance of the contract as a result of the delay.

95. Complaint handling, enforcement, dispute resolution

95.1. In the event of customer complaints, the Service Provider shall act in accordance with the provisions of Act CLV of 1997 on Consumer Protection as well as the conditions set out in detail in Government Decree 45/2014 (26.II.). We will respond to all comments received, and will act with the utmost flexibility through our customer service in the event of any errors made by us or our suppliers, keeping the best interests of our Customers in mind.

95.1.1. You may submit your customer complaint to the Service Provider at the following contact details:

- By post, to the following mailing address:

  Media Service Support and Asset Management Fund (MTVA)
  H-1037 Budapest, Kunigunda útja 64.

- Phone: *+36 1 759 5050*

- E-mail address: *kozonsegszolgalat@mtva.hu*

95.1.2. The Service Provider shall examine oral complaints immediately, and remedy them as necessary. The Service Provider shall respond to written complaints in writing within thirty days of receipt, and shall provide its reply to the contact details provided by the complainant.

95.1.3. The Service Provider shall retain a copy of the response for five years, and present it to the supervisory authorities upon their request.

95.1.4. The Parties shall endeavour to resolve any legal disputes arising from the contract through consultation between the Parties, amicably, and if necessary, through mediation.

95.1.5. If the Customer's objections concerning the ordered product(s) cannot be remedied through the complaint procedure, and if other disputes raised by the Customer cannot be resolved through negotiations between the parties, the Customer shall be entitled to use the following forums and means of enforcement.

95.2. Online Dispute Resolution Platform

95.2.1. Directive (EU) 2013/11 of the European Parliament and of the Council provides for the modes and basic rules of alternative, amicable dispute resolution between the

Customer as a consumer and the Service Provider as a trader. The Directive identifies the Online Dispute Resolution Platform, hosted by the European Commission at https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=HU, as the primary dispute resolution forum for products and services purchased online.

95.3. Conciliation Board

95.3.1. For the purpose of out-of-court, amicable settlement of consumer disputes concerning the quality, safety and the application of product liability rules, as well as the conclusion and performance of the contract, the Customer as consumer may initiate proceedings before the conciliation board having jurisdiction according to their place of residence or domicile, or may turn to the conciliation board operating alongside the competent professional chamber as per the Service Provider's registered office.

95.3.2. For the purposes of the rules concerning the Conciliation Board, the term "consumer" also encompasses non-governmental organisations, churches, condominiums, housing associations, and micro, small or medium-sized enterprises, as defined in a separate Act, who buy, order, receive, use, or make use of goods, or are the recipients of commercial communications or offers relating to goods.

Budapest Conciliation Board, 1016 Budapest, Krisztina krt. 99. Phone/Fax: +36-1-488-2131; +36-1-488-2186

E-mail address: bekelteto.testulet@bkik.hu

95.4. Complaints to consumer protection authorities

95.4.1. If the User finds that their consumer rights have been violated, they are entitled to file a complaint with the consumer protection authority with jurisdiction according to their place of residence. Following the assessment of the complaint, the authority decides whether a consumer protection procedure should be conducted.

96. Security regulations of the service provider, the conditions of website operation and warnings

96.1. Technical conditions for the provision of services

96.1.1. The Service Provider declares that fulfilment by Service Provider of the order paid by the Customer is independent of the availability and operation of the Website.

96.1.2. The secure availability of the Website depends on the proper functioning and existence of a number of conditions, such as the proper functioning of software and hardware, and the availability of hosting providers. The Service Provider cannot guarantee the non-stop (uninterrupted) operation of the Website, although it will do its utmost to avoid potential errors. As a result, the Website may occasionally go down for maintenance. The Service Provider will inform users in advance of any planned downtime.

96.1.3. The Service Provider is entitled to suspend the availability of the Website for maintenance without any prior notification or notice. In such cases, the Service Provider will do everything in its power to restore access to the Website as soon as possible, but cannot guarantee any timeframe for restoring access.

96.1.4. The Service Provider shall not be liable for any damages resulting from Website outages. Eliminating these damages is in the common interest, so the Service Provider will endeavour to ensure the continuous operation of the Website.

96.2. Website security

96.2.1. The Service Provider will take all reasonable measures to ensure the secure handling of the Website and the personal data provided by the Customer. However, the Customer should be aware that in the field of information technology, it is not yet possible to guarantee complete security or to assume

responsibility for the uninterrupted and reliable operation of all services or functions under all circumstances. Accordingly, the Service Provider shall not be liable for any technical or safety malfunction or failure that was not foreseeable, or for the prevention or elimination of which the Service Provider took all measures that could reasonably be expected.

96.3. Safety compliance by customers

96.3.1. The Customer may not breach or attempt to breach the security of this Website, including in particular any attempts to probe, scan or test the vulnerability of the system or network, or any breach of the security of the system or authorisation verification measures without proper permission to this effect.

96.3.2. The Customer acknowledges that the above conduct gives rise to reasonable suspicion of a criminal offence, and that if the Service Provider notes such conduct, it will always result in a criminal complaint.

96.3.3. The Customer acknowledges that they are liable for damages caused by violating the security rules prescribed in these General Terms and Conditions.

96.4. Limitation of liability

96.4.1. The Service Provider, as the exclusive owner and operator of the Website, makes every effort to ensure that the content available on the Website reflects accurate and up-to-date information, and corresponds to reality. Nevertheless, it assumes no responsibility for the accuracy or completeness of the information displayed, in particular with regard to information, content and services obtained from third parties. By using the Website, the Customer acknowledges that it does so solely and exclusively at their own risk. In addition, the Service Provider reserves the right to modify, in part or in whole, or to temporarily or permanently delete any content on the Website at any time without notice.

96.4.2. ***The Service Provider assumes no responsibility for the content of the Websites accessible through links to Websites operated by third parties ("exit links"), for the accuracy of the information contained therein, or for the security of the data you provide on these Websites.***

96.4.3. ***The Service Provider assumes no responsibility for damages inflicted to the Customer's computer, or any other damages suffered in connection with the use of the Website. The Service Provider excludes all liability resulting from any defect of the Website, or from incompatibility with any programme running on the Customer's computer or from any internet virus.***

96.4.4. ***The Customer declares that they will not demand a refund for services ordered and performed. The Service Provider undertakes no responsibility, refund, or reimbursement for damages resulting from erroneous data entry or order errors attributable to the Customer. The Service Provider assumes no liability for damages resulting from providing incorrect data, and shall investigate and handle reported complaints without delay, and to the best of its abilities.***

97. Copyright provisions

97.1. The content on the Website operated by the Service Provider qualifies as unique content. Accordingly, all image, audio, and textual content on the Website, as well as their arrangement, are protected by copyright. These are the intellectual property of the Service Provider, Duna Médiaszolgáltató Nonprofit Zrt. and its contracted partners. Only the Service Provider and its contracted partners are entitled to use the content found on the Website. The copyright and industrial property right holders reserve all rights in connection with the protected content found on the Website. Any unauthorised use will incur criminal and civil penalties.

98. ***The Customer must ensure that the content ordered from the Service Provider is used in accordance with the legal terms, disclaimers and branding requirements of the partner news agencies.***

Final provisions

98.1. The GTC apply to the Service Provider and the Customers. The scope of the GTC does not extend to the payment service provider conducting the payment transaction.

98.2. A legal relationship is established on the basis of a sales contract between the Service Provider and the Customer once the Customer has finalised their order, and as part thereof, has accepted the GTC, and the Service Provider has confirmed the order to the Customer by electronic means.

98.3. The date of entry into force of the current text of the GTC is the date indicated on the Website. The GTC is also available in a format that can be saved and printed by the Customer. ***General terms and conditions that differ substantially from the law or from normal contractual practice are indicated in italic, bold type.***

98.4. The Service Provider reserves the right to modify the GTC in whole or in part at any time. The GTC and any amendments thereto shall enter into force on the date of publication. Where the GTC is amended, the provisions of the GTC in force at the time of the order shall apply to orders in progress.

PART VIII: ANNEXES

Annex 1: Conditions for sponsorship

Annex 2: Conditions for issue advertising

Annex 3: Conditions for product placement

Annex 4: Technical requirements for TV spots

Annex 5: TEXT information sheet

Annex 1

Conditions for sponsorship

The general conditions for activities qualifying as sponsorship under Act CLXXXV of 2010 on Media Services and Mass Communication (hereinafter as the "Media Act") are regulated by Sections 26 to 29 of the Media Act and Act CIV of 2010 on Freedom of the Press and the Fundamental Rules of Media Content. Within this framework, MTVA is entitled to decide on the eligibility of individual programmes for sponsorship.

The sponsor is not entitled to influence the content or timing of the sponsored programme in any way. Within the sponsored programme, the sponsor, its product or service may not be promoted either through direct advertising or through the usual elements of sponsorship. A sponsorship message may not encourage the purchase or use of the goods appearing in it, or abstention therefrom. The content of the sponsorship message must clearly indicate that the given product or service is the sponsor of the programme.

A sponsor whose main activity also includes the production, sale, etc. of goods that cannot be advertised shall prove, without any specific request to this effect, that it is nevertheless not covered by the prohibition under the law. Programmes may not be sponsored by an undertaking providing audiovisual media services or producing audiovisual programmes or films.

The sponsor may appear before and/or after the opening and/or end titles of the programme, as well as simultaneously with the programme (during natural breaks in the case of sporting events), or in the programme trailers. A sponsor message can be displayed in the vicinity of the opening and end titles. This should not contain specific information (e.g. address, telephone number, online contact details, etc.).

In the trailers of the sponsored programme, the sponsor's trademark, distinctive sign, motto, or the sponsor message may be displayed for a maximum total of 10 (ten) seconds per occasion.

The sponsorship cooperation is established by acceptance of the offer, by concluding the sponsorship order (signed by both parties) or by confirming the cooperation. MTVA shall transfer all liability for the actions of any unauthorised person (pseudo representative) on the part of the sponsor (Customer) to the Customer.

Annex 2

Conditions for issue advertising

Issue advertising on TV

Due to the reduced price, a maximum of 4 broadcasts per day and per programme can be ordered for issue advertising, of which a maximum of two can be broadcast in prime time. (Agency commissions are not applicable.)

Issue advertising placements are at the discretion of MTVA, airtimes are always confirmed the week before the week in question. *(During political campaign periods for national elections or referendums, no issue advertising may be accepted.)*

MTVA shall undertake to broadcast the issue advertisement if the Customer provides a *broadcast-ready spot prepared* in accordance with the applicable legal provisions and *in an artistically elaborate manner* with generally accepted filming equipment. *(We will not broadcast films submitted as text, or films that are limited to a subtitle on the screen or a single blurred image.)*

- The organisation releasing the message (the source of the advertisement) must identify itself (e.g.: Made on behalf of...) for at least 3 seconds at the end of the spot, with a clearly legible, centrally positioned *standalone subtitle*.
- Furthermore, discounted broadcasts can only be made if the broadcast-ready MPEG2 Full HD 50i or Quicktime DV PAL 16:9 anamorphic or letterbox spot *complies with all legal requirements.*
- The *placement of films under* 15 *seconds* presents particular difficulties due to the independent opening and end titles, and MTVA may not be able to undertake broadcasting, depending on its understanding of the broadcast schedule for the given day. The placement of *films exceeding 30 seconds* requires further prior consultation.
- Pursuant to Section 39 of the Media Act, all *public service announcements* and *issue advertisents prepared for persons with hearing disabilities* must be subtitled in Hungarian.

The request containing identifying information (i.e.: exact name, registered place of business, legal representative, tax number, bank account number, contact details), as well as the *order*, must be received from the source of the message at least three weeks before the first transmission. The *final submission deadline for the material to be broadcast* is the 3rd working day before the first broadcast.

Issue advertising on the radio

Due to the reduced price, a radio spot may be aired in prime time per day and programme, depending on the available free capacity. (Agency commissions are not applicable.) Placements are by category; if space is available, specific dates can also be booked. Broadcast dates will be confirmed following receipt of the order.

We can only agree to broadcast on the Radio if we are provided with *a broadcast-ready spot*, prepared in accordance with the applicable legal regulations, using generally accepted audio equipment; therefore, we will not broadcast low-quality audio materials. By special arrangement, radio spots can be produced.

- At the end of the spot, the organisation releasing the message (the source of the advertisement) should clearly and audibly identify itself (e.g.: Made on behalf of...).
- In addition, discounted broadcasts can only be made if the broadcast-ready spot submitted in mp3 format *complies with all legal and technical requirements*.

The request containing identifying information (i.e.: exact name, registered place of business, legal representative, tax number, bank account number, contact details), as well as the *order*, must be received from the source of the message at least one week before the first transmission. The *final submission deadline for the audio material to be broadcast* is the 2nd working day before the first broadcast.

M2

The profile of the M2 channel changed on 22 December 2012. Accordingly, the placement of issue advertisements on the channel is restricted to after 7:50 PM.

"Protection of children and minors:
9. § (1) * Media service providers providing linear media services shall assign a rating to each and every programme they intend to broadcast in accordance with the categories under Subsections (2)–(7) prior to broadcasting, with the exception of news programmes, political magazines, sports programmes, previews and advertisements, political advertisements, teleshopping, issue advertisements and public service announcements.
(2) Category I shall include programmes which may be viewed or listened to by all audiences.
(3) * Category II shall include programmes which may trigger fear in a viewer under the age of six, or that they cannot comprehend or may misunderstand due to their age. These programmes shall be classified as "Not recommended for audiences under the age of six".
(4) * Category III shall include programmes which may trigger fear in a viewer under the age of twelve, or that they cannot comprehend or may misunderstand due to their age. These programmes shall be classified as "Not recommended for audiences under the age of twelve".
(5) * Category IV shall include the programmes which might impair the physical, mental or moral development of minors under the age of sixteen, in particular those that involve gratuitous violence or sexual content, or are dominated by conflict situations resolved by violence. These programmes shall be classified as "Not recommended for audiences under the age of sixteen".
(6) * Category V shall include the programmes which might impair the physical, mental or moral development of minors, in particular those that are dominated by graphic scenes of violence, the promotion, presentation of non-alignment of one's gender identity with the sex assigned at birth, gender reassignment or homosexuality, or direct, crude or gratuitous scenes of sexuality. These programmes shall be classified as "Not recommended for audiences under the age of eighteen".
(7) Category VI shall include programmes which may seriously impair the physical, mental or moral development of minors, particularly those that involve pornography or extreme and/or scenes of gratuitous violence.
(8) * The Media Council shall make recommendations concerning the fundamental aspects of judicial principles relating to the detailed guidelines governing the ratings referred to in Subsections (2)–(7), the signs to be used prior to and in the course of broadcasting the various programmes and the method of communicating the rating if justified by public interest related to the protection of minors or by the uniform approach to the protection of minors.
(9) * At the request of a media service provider, the Media Council shall adopt an official resolution – upon payment of an administrative service fee – on the rating of a programme within fifteen days of having received the programme in question.
(10) If a media service provider assigns a higher rating to a programme than it would be normally required according to Subsections (2)–(6), this shall not be construed a violation of Subsections (1)–(7).
(Media Act/Part Two, Chapter I., Section 9)

This includes spots that are preferably no longer than 30 seconds, and contain strictly factual, information of public interest that affects a significant proportion of society, with no value judgements, and do not fall under the definition of commercial advertising.
(They must not, for example, be sales promotions, or contain messages intended to favourably influence the public image of an economic operator, nor must they include specific goods, brand names, service providers, manufacturers, distributors, sponsors, exhibitions, fairs or "cultural" events organised for commercial profit.)

First, the public benefit organisation (e.g. foundation) named as the source in the advertisement must contact MTVA in an official letter. Please specify the data necessary for identification, as well as the reason for the transmission.
It is advisable to briefly outline the activities of the foundation and the essence of the campaign in question (e.g. what public interest goal affecting a significant part of the domestic audience do they intend to focus on in the message).

The classification of material as public service announcement (e.g. issue advertising or public service announcement) is based on an individual assessment of the spot (text, planned content) to be broadcast.

Therefore, the submission of a complete spot (or draft text, in the case of radio transmission) is essential for making the final decision.

Mandatory basic conditions for broadcasting:

- In discounted (public benefit) communication, *representation of any economic interest is prohibited,* as that would constitute advertising. Thus, it is not sufficient to guarantee that the company appearing in the advertisement is acting for the public good; the entire spot must always be taken into account when determining the classification.
- The message as a whole should mobilise support for a *public interest goal affecting many people*, encouraging the recipient not to purchase but to change their lifestyle (e.g. health, care, tolerance, culture, protection of the environment, transport).
- A cultural event can only be promoted if it is *free of charge* to the public, and this fact is included in the spot submitted for broadcast. In this form, no other additional information can be provided: only information of public interest without an economic element (e.g. including an URL – depending on the content of the page – would usually add commercial content to the communication).
- Creative material running as advertising (or parts thereof) may not be displayed simultaneously as public benefit communication, just as such a campaign may in no case be attributed to the very business enterprise that seeks to achieve exactly this effect with its commercial advertisements.
- In *issue advertisements* encouraging financial support, please clearly state what charitable purpose the revenue will be used for.
- MTVA's contracted partner, Media Services Company Magyarország Szolgáltató Korlátolt Felelősségű Társaság (MSC), is responsible for sales-related activities (including, among others, case management and advertiser relations) – except for MTVA's invoicing for issue advertising ordered by the Advertiser and confirmed by MSC – directly.

Annex 3

Conditions and content rules for product placement

The rules and general conditions for product placement are regulated by Act CLXXXV of 2010 on Media Services and Mass Communication (hereinafter as the "Media Act") in force since 1 January 2011. Within this framework, MTVA has the right to make decisions on product placement in individual programmes.

Product placement is a form of presentation where the programme includes mention of a product, service, trademark, or a reference to the aforementioned.

Programmes that cannot include product placement:

- news and political information programmes
- programmes for minors under 14 (with the exception of free goods and services)
- programmes reporting on official events on national holidays
- programmes with religious or ecclesiastical content

The product and/or service can be displayed within the programme. Programmes containing product placement must not give undue prominence to the product displayed in a way that does not otherwise follow from the content of the programme. The display of a product in a programme can particularly be considered unduly prominent if the goods or services or the reference to them do not appear in the programme or programme flow as part of the plot.

The examination of the intensity of the appearance can only be carried out on a case-by-case basis, taking into account the type and nature of the programme under examination, during which it can be decided, based on the content of the programme, to what extent the appearance and display of the given product is justified, viable and appropriate to the content of the programme. This examination is in all cases MTVA's exclusive responsibility.

Product placement may not in any way influence the content or timing of the programme. Within the programme, the product or service to be displayed may not be promoted either through direct advertising, or by the usual elements of advertising or sponsorship.

The basis for product placement pricing is the CPP for a given airtime band, which is a net price, and applies to the 18-49 age target group. In determining the amount of the fee, the airtime band of the programme (prime time or off-peak time according to points 1 and 3 of the Price List), how frequently the programme is to be broadcast, the estimated rating and an efficiency multiplier of 35% (thirty-five per cent) shall be taken into account.

The contract for product placement is established upon conclusion of the contract, acceptance of the offer, and confirmation of the order. MTVA shall transfer all liability for the actions of any unauthorised person (pseudo representative) on the part of the user of product placement (Customer) to the Customer.

Content requirements for programmes containing product placement:

Programmes containing product placement may not directly call for the purchase or rental of goods or the use of services.

Direct call means an intentional and unambiguous – verbal or visual – invitation to purchase, promote or use the goods or services that are the subject of the product display, in particular the communication of the following information in the programme:

- publication of the commercial availability and price of the product/service,
- presentation of the features and benefits of the product/service,
- the appearance of slogans related to the product/service,
- mentioning statements from a commercial for the product/service.

The content of programmes including product placement may not be influenced in such a way that the media service provider's editorial independence and responsibility are adversely affected by the creation of new or distorted editorial content through the product placement.

Products excluded from product placement

- tobacco products
- pharmaceutical products available only through medical prescription
- weapons, ammunition
- products excluded from commercial advertising under Act XLVIII of 2008 on the Basic Requirements and Certain Restrictions of Commercial Advertising Activities (e.g., dangerous dogs, termination of pregnancy)

A user of product placement whose main activity also includes the production, sale, etc. of goods that cannot be advertised shall prove, without any specific request to this effect, that it is nevertheless not covered by the prohibition under the law.

Annex 4

TECHNICAL REQUIREMENTS FOR TELEVISION SPOTS

MTVA's television channels **(M1**, **M2, M3, M4, M4 Sport+ M5, DUNA, DUNA World,** hereinafter referred to as "channels") broadcast commercial breaks in **a unified 16:9 aspect ratio.** To this end, all spots must be in 16:9 format. Traditional 4:3 spots cannot fit in the 16:9 block.

File format:

The container should be a closed, complete MXFOPla(.mxf) or Quicktime7 (.mov) file – i.e. it should be closed in all cases.

Image format:

The primary recommended codecs are **XDCAM HD 422 (MPEG2), 1920x1080, 50i** (starting with the top half image). Since the channels broadcast spots in HD format, spots **can only be submitted in HD resolution**. The conversion of spots originally produced in SD is the responsibility of the producer.

Audio format:

The sound should be **stereo** (on the first two audio channels) and its volume should comply with the EBU R128 recommendation of **-23 +/-1 LUFS, true peak max: -3 dBTP.** A maximum of 1 frame difference is allowed between the image and the sound.

Notes on content:

Objects, fast-moving images, and intentional noise effects are discouraged because they can suffer unintended distortions due to the various compression procedures in the transmission chain.

Annex 5

TEXT information sheet

Customer:

Page ID:

The format (text) of the teletext page:

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40
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Note: .....

Requested airtimes: .....

Advertisement banner identifier:

1	1 1	

Advertisement banner page number:.... **(text) format:**

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40
2	**x**	**x**	**x**																																		**x**	**x**	**x**

Note: .....

.....

.....

Requested airtimes: .....

Note: Text using different colours (8 basic colour codes) and the code for flashing text each take up one character of space. It is also possible to display double-height lines, with the advertising banners displayed at double-height.

Declaration: I am familiar with and accept MTVA's general business rules and its General Terms and Conditions.

Customer Service Provider