Magyar RTL Televízió Zrt. and RTL Services Kft.
General Terms and Conditions of Purchase

I. General Terms and Conditions of Purchase

These General Terms and Conditions of Purchase (hereinafter: GTC) set out the general contractual terms and conditions applicable, within the scope determined by the Customer, to the procurement of Products and/or Services in connection with the activities of Magyar RTL Televízió Zrt. (registered office: 1068 Budapest, Dózsa György út 84/A.; company registration number: 01-10-0434422; tax number: 12254392-2-44; hereinafter: M-RTL) and RTL Services Kft. (registered office: 1068 Budapest, Dózsa György út 84/A.; company registration number: 01-09-198899; tax number: 25085994-2-42; hereinafter: RTL Services) (M-RTL and RTL Services, individually and/or jointly: Customer).

II. Definitions

1.1 **Customer:** M-RTL or RTL Services. For the purposes of these GTC and the documents and acts referred to herein, Customer shall, as appropriate, also mean the party requesting a quotation (the Requesting Party).

1.2 **Supplier:** any person entering into a Contract with the Customer in the course of procurements subject to these GTC. For the purposes of these GTC and the documents and acts referred to herein, Supplier shall, as appropriate, also mean the Bidder. In the case of the procurement of Products, Supplier shall, as applicable, mean the seller of the Product.

1.3 **Parties:** the Customer and the Supplier in relation to the Contract as a legal relationship.

1.4 **Product:** goods to be procured and delivered under the Contract which are the subject of the sale and to which the Customer acquires title. Product shall also include, as appropriate to the nature of the product(s), the provision of all associated rights, accessories of the products and equipment, and all rights relating thereto. Product also includes the documentation accompanying the Product required for its intended use under applicable laws and standards. Depending on the subject matter of the relevant Contract, a Product may also be the subject of a lease and may be associated with a Service.

1.5 **Service:** an activity or assistance to be provided, or a result to be achieved, under the Contract, where service shall also be understood, as applicable, to include the transfer of a Product (thing), including the transfer of ownership, the granting of any component right thereof, or the granting of any other right under the Hungarian Civil Code.

1.6 **Subject Matter of Performance:** the Product and/or Service to be provided by the Supplier in accordance with and pursuant to the Contract.

1.7 **Price/Fee:** the full consideration for the Product and/or Service under the Contract.

1.8 **Indicative Request for Quotation:** non-binding enquiries and consultations between potential Parties intended solely to preliminarily examine possible contractual arrangements and conditions. They do not constitute an offer, acceptance or preliminary contract within the meaning of the Hungarian Civil Code and do not, in themselves, give rise to an obligation to conclude a contract, any binding offer, or an obligation to perform.

1.9 **Contract:** the contractual legal relationship established between the Parties in the manner and with the content specified in these GTC.

III. Procurement Procedure and Formation of the Contract

The Customer hereby specifically draws the Supplier's attention, in accordance with Section 6:78 of the Hungarian Civil Code, to the special conditions set out under this heading, in particular the procurement procedure and the process of concluding the Contract, the documents and legal declarations forming part of the Contract, and the manner in which the Contract is formed. By submitting its Offer, the Supplier declares that it acknowledges and expressly accepts this specific notification and the content of the provisions referred to, and expressly confirms such acknowledgement and acceptance by concluding the Contract.

1. Request for Quotation Documentation

The Request for Quotation Documentation constitutes the Customer's written invitation to submit an offer (usually sent by email), through which the Customer informs the Supplier of its procurement needs. Neither when issued nor during the bidding stage following such invitation does the request for quotation constitute an undertaking by the Customer, create a binding offer or an obligation to enter into a contract, or provide any basis for the Supplier to claim or demand,

on any legal grounds, any consideration, fee, reimbursement of costs or other payment or entitlement in connection with submitting an offer, preparing an offer, the offer itself or any related act.

Within the above framework, the Request for Quotation Documentation is the documentation compiled by the Customer and sent to the Supplier, specifying the purpose and subject matter of the procurement, its procedural elements, and its technical, commercial, legal and other terms. The GTC in force from time to time and the template declaration concerning acceptance of the GTC form an inseparable annex (part) of the Request for Quotation Documentation.

2. Offer

An Offer is a written legal declaration addressed by the Supplier to the Customer, made on the basis of the Request for Quotation Documentation (all its parts and documents), under which the Supplier, as a general rule, undertakes to sell the Product and/or provide the Service on the terms specified by the Customer, including, in particular but not exclusively, performance in accordance with these GTC. By submitting its Offer, the Supplier declares that, before making the Offer, it has read and accepted the GTC, including all their special conditions and any conditions differing from statutory provisions, customary contractual practice or any previous practice between the Parties. The Supplier makes its declarations in the Offer in full awareness of the foregoing.

2.1 Offer Without Deviations

An Offer Without Deviations is an Offer by the Supplier accepting the GTC and the conditions set out in the Request for Quotation Documentation in full, without any deviation, reservation or modification.

2.2 Deviating Offer / Modified Offer

A Deviating Offer / Modified Offer is an Offer by the Supplier containing a declaration which deviates from, supplements or is conditional upon the GTC and/or the conditions set out in the Request for Quotation Documentation or any part thereof. At the Customer's discretion, the absence of a declaration accepting the GTC, or an Offer deviating from the GTC, may give rise to a request for supplementation or correction, invalidity or rejection of the Offer, or exclusion of the Supplier from the tender procedure, if so provided in the Request for Quotation Documentation.

Any Supplier condition contained in a Deviating / Modified Offer, Confirmation or any other declaration of the Supplier that differs from, contradicts or supplements these GTC shall become part of the Contract and bind the Customer only if the Customer has expressly accepted it in writing.

3. Accepted Deviation

An Accepted Deviation is a deviation or modification proposed by the Supplier and expressly accepted by the Customer (Requesting Party) in a written declaration, thereby becoming part of the subsequent Purchase Order and the resulting Contract.

4. Purchase Order

A Purchase Order (PO) is a written legal declaration addressed by the Customer to the Supplier on the basis of the Offer submitted by the Supplier (including any Accepted Deviations), and also contains the final material and individual terms of the particular procurement (finality and completeness). The GTC in force from time to time and the Supplier's declaration accepting the GTC are also inseparable parts of the Purchase Order.

5. Confirmation

A Confirmation is the Supplier's final and conclusive written legal declaration addressed to the Customer, by which the Supplier accepts the Purchase Order in accordance with its contents, without modification or reservation, and validly performs the act qualifying as a Confirmation. The Contract between the Parties is formed by the Confirmation. A confirmation which deviates from, supplements or is conditional upon the Purchase Order or the GTC shall not constitute the final Confirmation referred to herein and shall not result in the formation of a Contract between the Parties.

Unless otherwise provided in the Request for Quotation Documentation, the following shall constitute a Confirmation:

(i) a declaration of acceptance sent by the Supplier by email to the email address specified by the Customer;

(ii) an electronic declaration of acceptance or act (click) made on the procurement platform (if any) that unambiguously records, expresses and evidences acceptance of the Purchase Order;

(iii) a PO Confirmation signed and sent by the Supplier.

The Customer reserves the right to specify the applicable methods of Confirmation in the Request for Quotation Documentation, to attach different requirements and legal effects to them, and to amend or supplement them during a procurement procedure, subject to prior notice and the principle of equal opportunity.

In the absence of an express provision to the contrary in the Request for Quotation Documentation, commencement of performance, delivery, commencement of service provision, issuance of an invoice or any conduct implying acceptance shall not, in itself, constitute Confirmation in any way, shall not result in formation of the Contract, shall create no obligation on the part of the Customer, and shall neither create nor substantiate any claim on the part of the Supplier.

Any confirmation deviating from, supplementing or conditional upon the Purchase Order or GTC shall be deemed a new offer. In such a case, a Contract shall only be formed if the Customer expressly accepts the different content in writing and sends the Supplier a new or modified Purchase Order, which the Supplier then Confirms.

Unless otherwise expressly provided in the Request for Quotation Documentation, a Confirmation becomes available to, and effective against, the Customer at the following times:

(ii) for a Confirmation sent by email, on the business day following its arrival at the email address specified by the Customer;

(ii) for acceptance through the procurement platform, on the business day following its recording;

(iii) for a PO Confirmation signed by the Bidder, on the business day following delivery or dispatch of the signed PO Confirmation to the Customer.

6. Constituent Parts and Content of the Contract

The Contract is the legal relationship established between the Customer and the Supplier, the content of which is jointly determined by the GTC, the Request for Quotation Documentation, the Offer, the Deviations Accepted by the Requesting Party, the Purchase Order and the Confirmation.

In the event of any discrepancy between the GTC and the Purchase Order, the provisions of the Purchase Order shall prevail.

7. Formation of the Contract

The Contract between the Parties is formed and becomes effective upon the final Confirmation referred to above becoming accessible to the Customer, as part of the completion of the acts of the procurement procedure and the contracting process.

IV. Subject Matter and Content of the Contract

1. The provision of the Subject Matter of Performance in accordance with the Contract and its contractual provisions, and performance of the Contract by the Parties.

2. The Contract shall grant exclusivity in respect of the Subject Matter of Performance only where expressly stipulated in writing, to the specified extent, in the specified manner and for the specified duration.

V. General Requirements for Performance

1. The Supplier shall perform in accordance with the Contract, including, without limitation, meeting and observing the performance deadlines, quality requirements and appropriate warranty undertakings. The Supplier shall perform the Contract according to the Subject Matter of Performance, within the framework of the Customer's instructions and, in all other respects, in compliance with applicable law, industry standards and industry best practice, exercising the care expected of an expert.

2. Unless otherwise specified by the Customer, the place of performance shall be the Customer's registered office or business premises at the relevant time. The Supplier acknowledges and accepts that the Customer is entitled to request a change in the place (address) of performance, which shall not constitute an amendment to the Contract.

3. The Supplier acknowledges that, during performance, it must comply with all general fire safety, accident prevention, occupational health and safety rules, environmental requirements, public-order regulations, and all other rules and policies communicated to it by the Customer that are in force at the Customer's registered office and/or the place of performance from time to time and relate to the place of performance and/or performance. By commencing performance (including entry into the Customer's registered office, business premises or any other place of performance within the Customer's sphere of interest), the Supplier acknowledges and confirms that it has familiarised itself with the rules and policies communicated to it upon formation of the Contract and/or subsequently, whether in a different form or additionally, accepts them as binding upon it, and acts accordingly at the place of performance, during performance and whenever it is present in an area or building affected by performance (including, without limitation, welfare facilities).

4. The Parties agree to cooperate to ensure the successful performance of the Contract.

5. The Parties shall promptly inform each other of any circumstances affecting, hindering or jeopardising performance of the Contract. The Parties shall be liable for any damage resulting from failure to provide such notification or from delay in doing so.

VI. Additional Conditions Applicable to the Procurement of Products

1. The Supplier shall deliver to the place specified in the Contract, by the agreed performance deadline, Products of the ordered quantity, range and quality (first-class quality even in the absence of an express stipulation), together with the associated technical and other documentation, and shall transfer possession of them to the Customer, together with title to the Products. If any official licence or other document (including any document required by law because of the Product's intended purpose and/or transportation) is necessary for the ordered Product, the Supplier shall obtain and deliver it to the Customer at its own expense.

2. Unless expressly agreed otherwise in writing in the Contract, the Supplier shall perform or arrange all tasks relating to the procurement and delivery of the Products until delivery and transfer of the risk of loss or damage, and shall bear all associated responsibility and costs. Unless expressly agreed otherwise in writing in the Contract, the risk of loss or damage shall pass to the Customer after the actual quantity has been professionally unloaded at the agreed place of performance, the Product has been handed over and placed in the Customer's possession, and receipt has been certified by the Parties and/or the Customer. Where a Product is ordered from the Supplier together with an associated Service, the transfer and allocation of risk between the Parties shall be differentiated according to the manner in which the Service relates to the Product following handover and acceptance.

3. Unless expressly agreed otherwise in writing in the Contract:

   (i) title to the Product shall pass to the Customer upon payment of the Price of the Product by the Customer;
   (ii) during the period between receipt, acceptance of performance and payment of the Price (if these do not occur simultaneously), the Customer shall be entitled to possess, use for its intended purpose and exploit the Product, excluding the rights of disposal and encumbrance;
   (iii) the Supplier shall only be entitled to the partial retention of title described in paragraph (ii) of this clause; any other retention of title or component ownership right is excluded.

   The Supplier expressly acknowledges all of the foregoing.

4. The Parties further expressly record that, where required by law or by an authority in connection with the ordered Product and/or its procurement and/or delivery, the Supplier shall be obliged to obtain in accordance with the applicable rules and requirements all certificates, permits, supporting documents and other documents relating to the ordered Product, to ensure that they are available, and to hand them over to the Customer within the applicable legal and contractual framework. This provision shall apply accordingly to any administrative or other acts required in connection with the import, procurement, delivery or transportation of the ordered Product (e.g. customs clearance and notifications), which the Supplier or persons within its sphere of interest and responsibility must carry out in full compliance with applicable laws, official requirements and standards.

5. The Parties further record that the Supplier must enclose with every Product all documents required for its intended use, operating and user manuals, marketing authorisations, warranty documents and technical descriptions relating to that Product; where any such document also exists in electronic form, the Supplier must also send it by email to the Customer's contact person.

6. Contractual performance shall consist jointly of the handover of the Products and their requisite documentation, lists, declarations and certificates.

7. In the case of performance in accordance with the Contract, the Customer shall accept the Products at the place of performance and at the agreed time (or within the agreed time period), and shall pay the consideration in accordance with the contractual terms against a duly issued and acceptable invoice. Where a Product is supplied with an associated Service, unless otherwise expressly stipulated in writing, the Product and Service may be invoiced, and the amounts become due, only after the contractual performance of the Service has been certified.

8. Settlement between the Parties shall take place on the basis of the Contract and the document certifying performance issued by the Customer. The Supplier is entitled to invoice only performance certified by the Customer or its representative. The document recording handover and acceptance of the Products shall be a delivery note, a handover and acceptance report, or a certificate of performance.

9. In addition to other mandatory particulars, the delivery note (including a handover and acceptance report or certificate of performance) must state the Customer's 'PO' number, the manufacturer's item numbers and/or serial numbers of the delivered Products, their descriptions, quantities and units of measure.

10. The Supplier (including its contracted delivery partner) must deliver the Products in a manner ensuring that they remain undamaged. The signature by the Customer (including a person authorised by the Customer to take delivery) on the document evidencing receipt only constitutes and certifies quantitative receipt of the relevant Products; quantitative receipt relates to the number of individual packages of Products and, where applicable, assumes conformity with the quantities stated on the packaging. If any discrepancy in quantity or other defect is identified upon receipt, the Parties shall record this on the delivery note and, where justified, also in a separate report, and the representatives/agents present shall sign those documents. Quantitative receipt does not constitute qualitative acceptance. The names of the person handing over and the person receiving the Products must be recorded legibly alongside their signatures.

11. The Customer shall not be obliged to inspect any properties of the Product certified by the Supplier or covered by a guarantee or warranty. The Customer reserves the right to raise quality and/or quantity objections against the Supplier after receipt. In all other respects, acceptance of performance shall not constitute a waiver of the right to assert claims arising from breach of contract.

12. Warranties and Guarantees

12.1 The Supplier warrants that it shall perform in accordance with the Contract, with the heightened level of care expected of an expert and in compliance with applicable legislation, professional rules and standards. The provisions under Section XV of these GTC shall also apply, as appropriate, to the guarantees and warranties undertaken by the Supplier where relevant to the subject matter and nature of the Service. If a Product is associated with a Service, even in part, the Supplier shall provide a comprehensive guarantee of at least 12 (twelve) months in respect of the Service(s).

12.2 The Supplier undertakes in all cases to provide the standard manufacturer's guarantee and guarantee period for the Products it delivers and to comply with all guarantees prescribed by applicable laws, including the provision of guarantees and guarantee periods for Products subject to a mandatory guarantee. The guarantee period most favourable to the Customer shall always apply. The Supplier undertakes to hand over the guarantee certificate for the delivered Products to the Customer during handover and acceptance. Any absence or delay in providing such certificate shall not prejudice the Customer; the rights under the guarantee may therefore also be enforced on the basis of a copy of the relevant invoice.

12.3 In connection with guarantees, the Supplier undertakes to fulfil them without delay, immediately and at its own expense, including in particular, but not exclusively, bearing costs and expenses incurred in connection with transportation, handover, assessment of defects and their remedy.

12.4 The guarantee period begins when the Customer has accepted and received the Product without objection.

VII. Additional Conditions Applicable to the Provision of Services

1. The Supplier shall cooperate fully with the Customer and with third parties acting in the Customer's interests whose identity has been communicated to the Supplier by the Customer.

2. The Supplier undertakes to provide the Service to an exceptionally high standard and level of quality in accordance with the Customer's instructions, while retaining its professional independence and associated responsibility at all times. During performance, the Supplier shall comply fully with all applicable laws, standards, professional rules and recommendations.

3. The Supplier declares and warrants that the Services fall within the scope of its activities and that it has, and will continue to have throughout performance, the experience, expertise, personnel and technical resources necessary to provide them.

4. The Customer may inspect performance of the Services at any time and request information from the Supplier on the status of performance; the Supplier shall provide such information immediately and, upon request, in writing.

5. The Supplier may engage subcontractors or other contributors only with the Customer's prior written consent. The Supplier shall be liable for the acts of any such contributor as if they were its own. If the Supplier was not entitled to engage a contributor, it shall also be liable for any damage which would not have occurred without that contributor's involvement. The Supplier warrants to the Customer that it shall enter into agreements with any contributors engaged or to be engaged for the provision of Services on terms consistent with the Contract, without impairing, withdrawing or jeopardising the Customer's rights and requirements, including in particular, but without limitation, the protection of confidential information and trade secrets. The Supplier warrants that it shall ensure compliance with all these conditions by its contributors.

6. Where necessary for the provision of the relevant Service, the Customer shall grant access to the place of performance (including, without limitation, its registered office, business premises and leased areas) during the possible performance period(s), exclusively for, and limited to, the purpose of performing the Contract.

7. As applicable to the subject matter of the Service and unless expressly stipulated or provided otherwise:

   (i) the Customer shall not be responsible for any property/equipment of the Supplier stored at the place of performance;
   (ii) the Supplier may, in a manner agreed in advance with the Customer, use the electricity and water/sewerage services available at the worksite for performance in a cost-efficient manner;
   (iii) the Supplier may carry out only activities related to performance at the place of performance;
   (iv) the Supplier shall maintain order at the worksite during performance and carry out any necessary cleaning after its work;
   (v) during the work on the worksite handed over to it, the Supplier shall assume full financial liability for the activities it carries out and their results;
   (vi) the Supplier warrants that any implementation plan prepared by it (if forming part of its performance) is complete in all respects and suitable for performance in accordance with law and the Contract (including, without limitation, official requirements and standards);
   (vii) without prejudice to the Supplier's guarantee obligations and the Customer's resulting rights, the Customer has a unilateral right to request a subsequent inspection procedure within 120 days of the date of acceptance of performance, and the Supplier acknowledges this right and undertakes to comply with it.

8. Warranties and Guarantees

8.1 The Supplier warrants that it shall provide the Service in accordance with the Contract, with heightened care and in compliance with applicable laws, professional rules and standards. The provisions of Section XV of these GTC shall apply accordingly to the guarantees and warranties undertaken by the Supplier where relevant to the nature of the Service. For the Services (including intermediary services), where appropriate to the legal nature of the Service, the Supplier undertakes to provide a comprehensive guarantee of at least 12 (twelve) months. Where applicable laws prescribe a guarantee, such statutory guarantee shall always apply, and if its

term exceeds 12 (twelve) months, the longer guarantee period shall prevail. The Supplier undertakes to satisfy claims submitted by the Customer under such guarantees immediately, without delay and at its own expense, including in particular, but not exclusively, costs and expenses associated with site visits, defect assessment, examinations and inspections.

8.2 The guarantee period begins when the Customer has accepted and received the Service without objection.

VIII. Prices

1. Product

The contractual Price is the full amount specified in the Contract for contractual performance and includes the full purchase price of the Product (including all component rights of ownership, including rights to use technology embodied in or associated with the Product if the Product is subject to such technology usage rights), charges and costs of transportation, packaging, loading and unloading, and any other costs, expenses, taxes, tax-like charges or duties incurred by the Supplier in connection with performance.

2. Service

2.1 The Parties record that the contractual Price is the full amount specified in the Contract for contractual performance and includes the entire fee for the Service, including full consideration for rights acquired by the Customer (in particular economic and usage rights, reservations of rights, options and authorisations, where the Service concerns any such rights), and, as applicable to the subject matter of the Service, the consideration for its complete organisation and/or execution.

2.2 All Prices, Fees, reimbursements of costs and other contributions (where any such additional fee elements exist) stated in the Contract or in any part or document thereof shall, as agreed by the Parties, be expressed and payable in Hungarian forints ('HUF') or, if expressly provided in the Contract, in euros or US dollars.

2.3 In the unexpected event that the Customer becomes liable to pay any tax and/or duty and/or transaction fee, other than value added tax, in connection with the Supplier's performance (including a failure by the Supplier), such amounts shall be deducted from the Price or, where deduction cannot be made directly from payment, the Supplier shall reimburse the Customer for the relevant amount within a payment period of 15 days from the Customer's demand.

3. Prices are set out and detailed in the following document(s) comprising the Contract: Offer, Purchase Order, Confirmation.

IX. Payment Terms

1. Following formation of the Contract, the Supplier may issue its relevant invoice, within the applicable legal and contractual framework, only after obtaining the Customer's certificate of performance and in accordance therewith. The Supplier must state on the invoice the Customer's SAP order number (PO number), which is generated and provided by the Customer. The Supplier acknowledges and accepts that the SAP order number (PO number) is a mandatory element of the invoice and, if it is missing or inadequately indicated, the Customer is not entitled to accept the invoice and reserves the right to return it to the Supplier immediately. If the invoice has not been issued, or has not been issued in full, in the manner described above, or if it indicates a payment deadline different from the Contract, the Customer shall consider it defective and return it for correction without making payment. In this event, the payment period specified in the Contract shall commence on the date of receipt of the properly corrected invoice complying with the Contract. The Customer's specific notification and the Supplier's acknowledgement pursuant to subsection III/A) of these GTC shall apply accordingly to this provision.

2. Unless expressly agreed otherwise in writing in the Contract, the Price shall be paid by bank transfer to the account specified by the Supplier on the submitted invoice within 45 days of receipt of a duly issued invoice, on the basis of performance certified by the Customer. Invoicing may take place after individual performances or following monthly summaries. The Parties shall, where necessary, apply the provisions of Section 58 of the Hungarian VAT Act to their settlements, as appropriate. The Customer's electronic invoicing address is: invoice_hu@rtl.com. The Customer's specific notification and the Supplier's acknowledgement pursuant to subsection III/A) of these GTC shall apply accordingly to the subject matter of this provision.

3. In the event of late payment, the Supplier shall be entitled to charge default interest at the rate specified in Section 6:155(1) of Act V of 2013 on the Civil Code (hereinafter: Civil Code). The Supplier shall address the notice of default interest (letter notifying default interest) to the Customer and send it to the address designated for submission of invoices.

X. Contractual Penalties

For the purposes of determining and applying contractual penalties, the expression 'and/or' used in relation to a Product or Service within the Subject Matter of Performance serves to distinguish the Product component from the Service component of the Subject Matter of Performance.

1. Late performance: without prejudice to its other rights to assert claims, the Customer shall be entitled to a contractual penalty for delay in the amount specified below: for each calendar day or part thereof of delay until contractual performance is completed, a penalty equal to 1% of the total Price specified in the Contract, excluding VAT.

2. Defective performance: without prejudice to its other rights to assert claims, the Customer shall be entitled to a contractual penalty for defective performance in the amount specified below: for each instance of defective performance, a penalty equal to 5% of the total Price specified in the Contract, excluding VAT, for the Product and/or Service affected by the defective performance.

3. Penalty for non-performance: where performance fails for a reason within the Supplier's sphere of interest and responsibility (including termination as a result of the Customer exercising a right of termination), the penalty for non-performance shall equal 10% of the total Price specified in the Contract, excluding VAT, for all Products and/or all Services.

4. The Supplier shall pay the contractual penalty by bank transfer to the bank account specified in the invoice issued by the Customer, within 15 (fifteen) days of receipt of that invoice. Where the Customer has a payment obligation towards the Supplier under the Contract, the Customer may set off against that obligation any amount of contractual penalty not disputed by the Supplier. To the extent of such set-off, the Supplier's obligation to pay the contractual penalty shall be discharged.

5. The Customer may also claim compensation for damage exceeding the contractual penalty.

6. Acceptance by the Customer of the Supplier's late or defective performance shall not constitute a waiver of its claim for contractual penalties.

7. The Customer may assert a claim for damages even if it does not simultaneously claim a contractual penalty against the Supplier.

XI. Liability and Indemnification

1. The Supplier shall be liable for all damage caused by or in connection with any breach of the Contract. Without limitation, the Supplier's liability for breach of contract includes liability and an obligation to hold the Customer harmless in respect of (i) fines and charges imposed on the Customer by authorities for reasons attributable to the Supplier (including persons within its sphere of interest) and (ii) claims made by third parties.

2. The Supplier acknowledges that it shall be liable under the Contract and the Civil Code for any damage caused to the Customer by the Supplier itself or by contributors engaged by it. The Supplier shall be liable for damage caused to third parties by it in its capacity as Supplier or by its contributors. The Supplier also undertakes to reimburse the Customer immediately, within 8 days of receipt of the relevant invoice from the Customer, for any compensation for damage caused that is claimed against the Customer. The Supplier shall indemnify and hold the Customer harmless against any payment obligation (damages, copyright-related payments, etc.) arising in respect of any third party in connection with the Contract or its performance, and hereby irrevocably assumes any payment obligation which might arise for the Customer in the event of such a claim. The Supplier further declares that it shall not enforce, directly or indirectly, including in particular by recourse or set-off, against the Customer any payment obligations based on liability for damages that it bears in connection with the Contract in its capacity as employer, customer or principal.

XII. Contacts and Notices

1. The Parties mutually warrant that their contact persons authorised to act under the Contract are duly empowered and entitled to perform the acts and make the declarations provided for in these GTC. The Supplier warrants that any person acting on its side or in its interests in the delivery and handover of goods, who is not expressly identified in the Contract (e.g. a carrier), has been authorised by the Supplier and is duly empowered to perform the act in question. In the event of doubt or dispute, any person acting, including in writing, in relation to the Supplier's tasks and acts connected with performance shall be deemed authorised by the Supplier.

2. The scope of the contact persons' authority shall be communicated to the other Party in writing (at least by email) in advance or, if objectively prevented from doing so, immediately after the impediment has ceased.

3. The legal basis for processing the contact persons' data necessary for performance of the Contract is Article 6(1)(f) of the GDPR (processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party). The privacy notice concerning the processing of personal data in connection with contracting is available at the following link:

   https://rtl.hu/dokumentumok/2025/Adatkezelesi_tajekoztato_szerzodeskezelo_rendszer_kulso_partnerek.pdf

   By signing the Contract, the Supplier also declares that it has made the above privacy notice available to its contact persons in advance. If the Supplier's contact person subsequently changes, the Supplier undertakes to provide the above privacy notice to each current contact person before communicating that person's details to the Customer.

4. Within the framework of the applicable provisions of the Contract, the Parties also recognise as written (even in the absence of an advanced or qualified electronic signature) communications relating to performance made by the contact persons designated in the Contract from the email addresses provided for contact purposes (e.g. certificates of performance, handover and acceptance documents, delivery notes). (ii) Except for acts affecting the substance of the Contract (its formation, existence, termination, assertion of claims and litigation), the Parties' designated contact persons (authorised persons) may validly make all declarations, notices, communications and objections relating to performance (including declarations accepting performance) through the specified email addresses.

XIII. Confidentiality

1. The fact, existence and contents of the Contract, and every part thereof, constitute trade secrets without any time limit.

2. All information that comes to the Supplier's knowledge, and all materials, data and documents made available to it, during performance of the Subject Matter of Performance (including, without limitation, invitations to submit an Offer preceding formation of the Contract, and acts and documents during the subsequent period) in relation to the Contract (including the period preceding its formation referred to herein), its performance, the Customer, the Customer's clients, services or activities provided or planned by the Customer, Services provided and/or Goods ordered by the Customer from the Supplier, related procurement, development, information systems, procedural methods, intellectual property, technical, financial, economic, engineering and organisational information, business and technical plans, strategies, business systems, trade secrets, know-how, etc., as well as all know-how, ideas and other information created in any form by either Party (hereinafter: Confidential Information), shall constitute trade secrets. The Supplier shall keep them confidential regardless of the manner or form in which they became known to it, including whether obtained orally or in writing. The Supplier may not use Confidential Information outside the scope of the Contract, handle it in a way that harms or jeopardises the Customer's interests, or disclose it to any third party in any form. Confidential Information is the exclusive property of the Customer and may be disposed of solely by the Customer. The Supplier acknowledges that even oral disclosure of Confidential Information to an unauthorised third party constitutes disclosure to the public. The Supplier's confidentiality obligation shall apply without time limitation, including after termination of the Contract.

XIV. Term and Termination

1. The Contract shall be fulfilled through contractual performance by the Parties, subject to and to the extent of its surviving provisions.

2. Unless expressly agreed otherwise in writing, the Contract may not be terminated by ordinary notice.

3. In the event of a breach of a material obligation, either Party may terminate the Contract with immediate effect if the breaching Party fails to remedy the breach or its consequences within a reasonable period of at least 5 business days specified in a written notice signed by a representative authorised to represent the company or acting under a specific power of attorney. The same requirements as to form and execution that apply to the notice to remedy shall apply to the declaration of termination. No cure period need be specified where the breach or the reason for termination is by its nature incapable of remedy.

4. The Customer may also terminate the Contract with immediate effect if the division concerned with the Subject Matter of the Service ceases to exist, if liquidation, bankruptcy or voluntary winding-up proceedings have been finally commenced against the Supplier, or if maintaining the Contract seriously prejudices the Customer's interests. The Customer may also terminate the Contract with immediate effect if its media service authorisation is revoked or suspended. The Customer's specific notification and the Supplier's acknowledgement pursuant to subsection III/A) of these GTC shall apply accordingly to these grounds for termination.

5. The Customer is entitled to terminate the Contract with immediate effect, withdraw from it or refuse to accept performance if, as a result of late and/or defective performance by the Supplier, it is no longer in the Customer's interest to accept such performance.

6. The Customer may terminate the Contract with immediate effect by written notice to the Supplier within 30 (thirty) days of becoming aware of any change, compared with the circumstances existing on the date of signing the Contract, in the Supplier's ownership structure or in the identity of its executive officer(s). A change in the ownership structure shall also include a change in the person of the Supplier's beneficial owner or a party exercising indirect influence in the Supplier company. The Supplier shall notify the Customer in writing of any change described in this clause immediately, and in any event no later than 8 (eight) days after the change occurs. The Customer's specific notification and the Supplier's acknowledgement pursuant to subsection III/A) of these GTC shall apply accordingly to the subject matter of this provision.

XV. Representations and Warranties

As applicable and relevant to the subject matter of the Service:

1. The Supplier represents, warrants and guarantees that any Product, material or component procured by it is free from litigation, encumbrances and claims, is lawfully owned, new, defect-free and suitable for its intended use, and that the Customer shall acquire title to the Product accordingly. The Supplier warrants that the Product provided by it has all required marketing authorisations and that no third party has any right or claim in respect thereof that would prejudice or impair the Customer's acquisition of ownership or other rights.

2. The Supplier declares and warrants that it has the capabilities, experience, professional qualifications, expertise and authorisations necessary to perform the Contract and that it shall perform the Contract in accordance with its terms and the applicable legal framework.

3. The Supplier declares that it is independently responsible for the performance of all its obligations arising from its status as Supplier under law or contract, including, among others, taxation, social security, bookkeeping and commercial record-keeping obligations.

4. By concluding the Contract, the Supplier additionally declares, confirms and warrants that, at the time of conclusion:

   (i) it is entitled to conclude the Contract;
   (ii) there is no legal or other impediment to conclusion of the Contract;
   (iii) it holds all licences and permits necessary for performance of the Contract;
   (iv) to the best of its knowledge, conclusion of the Contract does not infringe or jeopardise the rights of any third party;
   (v) it is not subject to voluntary winding-up, liquidation, bankruptcy or any other dissolution proceedings at the time of conclusion of the Contract;
   (vi) its representative(s) acting on its behalf declare(s) that their authority to represent the Supplier is lawful and unrestricted, and that they sign and conclude the Contract on behalf of the Supplier with due corporate authority or other appropriate authority to represent it.

XVI. Miscellaneous Provisions

1. Compliance

Responsible and ethical conduct towards employees, business partners, society and the environment is an integral part of RTL Hungary's values. The continuity and further development of successful business relationships depend to a considerable extent on a shared commitment to ethical operations, integrity and social responsibility. RTL Hungary's business partners shall make every effort to ensure that they and their own business partners appointed to cooperate with RTL Hungary or on its behalf are familiar with and comply with the minimum requirements of RTL Hungary's Business Partner Principles (https://rtl.hu/dokumentumok/RTL_Uzleti_Partneri_Alapelvek-Business_Partner_Principles.pdf) and the RTL Group Supplier Code of Conduct.

RTL Hungary's business partners have several channels available to report cases of compliance violations:

(i) SpeakUp system: Suspected or actual breaches of compliance rules may be reported through an internet-based system available in several languages, ensuring confidential and secure communication between RTL Hungary's Compliance team and the reporting person. Access to SpeakUp: rtl.hu/speakup

(ii) Direct contact may also be made with RTL Hungary's Compliance team. Contact: compliance@rtl.hu

(iii) Ombudsperson: The external ombudsperson appointed by RTL Group acts as a neutral and independent external contact for those seeking guidance and support concerning any suspected or actual breach of the Code of Conduct. The ombudsperson communicates with persons seeking assistance in strict confidence and does not disclose either the content of the communication or the identity of the person seeking assistance without that person's permission. Contact: ombuds@discussconcerns.com and ombuds2@discussconcerns.com

2. The Customer is entitled to transfer all or part of its rights and obligations arising under the Contract, including in particular but not exclusively these GTC, on unchanged terms to a third party within its corporate group (including without limitation the Product, Service and any rights), and to transfer, grant or share any rights acquired by it, without restriction other than any expressly applicable limitation on the scope of its acquisition of rights (e.g. manufacturer restrictions or exclusions), subject to written notice to the Supplier. By concluding the Contract, the Supplier separately and expressly consents to such transfer, granting or licensing of rights and waives the right to revoke that consent.

3. The Customer may assign all or part of the claims specified in, arising from or relating to the Contract to another entity within its corporate group, subject to prior written notice to the Supplier.

4. By concluding the Contract, the Supplier expressly consents to the assumption by a third party of all or part of the Customer's obligations specified in, arising from or relating to the Contract.

5. The Supplier may assign claims to which it is entitled under the Contract subject to prior written notice to the Customer; no other person may take over performance of the Contract from the Supplier. Prior written consent of the Customer is required for any assumption of the Supplier's obligations by a third party.

6. The Parties may invoke force majeure only if they have notified the other Party of the unavoidable external event, its causes and expected duration. Force majeure includes in particular an unexpected external event beyond the control of the Parties which cannot reasonably be prevented or avoided by them and which temporarily or permanently renders performance of the Contract impossible for either Party. A Party invoking force majeure must notify the other Party of the event in writing immediately or, if the event prevents notification, without delay once notification becomes possible. The written notice must specify, in particular, the principal characteristics of the unavoidable event and its effect on performance of the obligations under the Contract and, where the event does not prevent further performance of the Contract, the expected date of performance resulting from the delay.

7. The Supplier is aware that failure to perform, or failure to perform in accordance with the Contract, may significantly prejudice and/or jeopardise the Customer's normal operations and/or economic and business interests. In view of this, the Supplier warrants contractual performance in all respects.

8. All written notices required under the Contract shall be delivered personally to the designated contact persons or sent by email or to the Parties' respective names and registered offices as current from time to time. A notice posted to such address by registered mail with acknowledgement of receipt shall be deemed delivered on the fifth business day following the attempted delivery if, according to the acknowledgement of receipt, delivery was unsuccessful for any

reason. Notices that may validly be sent by email shall be deemed delivered on the date on which delivery is acknowledged, but in any event no later than the business day following dispatch.

9. The costs and fees associated with the preparation and conclusion of the Contract (including legal representatives' and experts' fees and any other costs) shall be borne by the Party incurring them.

XVII. Final Provisions

1. The Parties declare that they consider the Contract binding on them even if any of its provisions are subsequently found to be invalid. In such event, the Parties shall replace the invalid provision with a valid provision which, taking into account their contractual positions, most closely reflects the economic and business purpose of the original provision.

2. Any delay or failure in exercising any right under the Contract shall not constitute a waiver of that right, and the partial or exclusive exercise of any right shall not preclude the exercise of any other or remaining rights. It is expressly recorded that the rights conferred on the Customer by these GTC and the Contract are not exclusive and may also be exercised cumulatively. Any failure by the Customer to exercise a particular right, or any forbearance, shall not be construed as a waiver.

3. The Contract contains all the terms of the agreement between the Parties concerning the Subject Matter of the Service. The results of any prior discussions between the Parties, and any promises not forming part of the Contract, shall cease to have effect. The Parties expressly agree that no custom or practice agreed upon or established by them in any previous business relationship shall become part of the Contract. Nor shall any custom widely known and applied by parties to contracts of a similar nature become part of the Contract.

4. Unless expressly agreed otherwise in writing in the Contract, each Party expressly waives, to the extent permitted by law, any claim for damages or other claim against the executive officers of the other Party in connection with the Contract. The executive officers of the other Party may rely directly on this limitation of liability.

5. The Parties may amend or supplement the Contract by mutual agreement in writing, subject to the requirements applicable to its form and manner of conclusion, except for cases or matters that these GTC and/or the Contract expressly state do not constitute an amendment or supplement.

6. In the event of any conflict between individual parts of the Contract and the GTC, the provisions of the Contract shall prevail.

7. These GTC and the Contract shall be governed by Hungarian law. Matters not regulated herein shall be governed by the applicable laws, in particular the relevant provisions of Act V of 2013 on the Civil Code. The Parties shall endeavour to resolve disputes arising from the Contract out of court. In the event of any dispute arising under the Contract, the Parties agree to the jurisdiction of the Hungarian courts and to the exclusive territorial jurisdiction of the Buda Central District Court (Budai Központi Kerületi Bíróság).

8. The Customer reserves the right to amend unilaterally these GTC and/or the documents and policies referred to herein. The Customer shall notify the Supplier of any amendment to the GTC and/or the documents referred to herein by sending it to the contact email address specified in the company register. If the GTC are amended during the term of an existing Contract, the amended GTC shall apply to that Contract and the Parties only if the Supplier separately accepts the amended GTC in writing.

   It shall not constitute an amendment of the GTC if the Customer corrects information relating to itself without affecting the substance of these GTC and/or if the GTC are adjusted to reflect a correction required by law which would be applicable and effective by operation of law even without an amendment to the GTC. Nor shall it constitute an amendment of these GTC if the Customer corrects any typographical or spelling errors in the GTC, corrects information in areas identified in the GTC which does not affect the substance of the Contract, or consolidates separate regulatory documents into one or splits such documents.

   Changes arising from mandatory laws from which deviation is not permitted shall apply regardless of the date on which the GTC are amended. The Supplier expressly acknowledges and accepts all the foregoing.

9. These GTC shall be effective from 1 September 2026 until withdrawn. Such withdrawal shall not affect the applicability of the GTC to Contracts already concluded during their term.

10. The Customer shall ensure that the Supplier has the opportunity to acquaint itself with these GTC by indicating where their current version can be accessed in the Purchase Order issued by the Customer. The current and complete text of the GTC is available at: https://rtl.hu/altalanos-beszerzesi-feltetelek

Budapest, 1 September 2026