



I. BASIC PROVISIONS

1. These General Business Terms ("GBTs") govern the contractual relationships between business company MAFRA, a. s., with its registered office in Praha 5, Karla Engliš 519/11, Post Code 150 00, ID No.: 45313351, Taxpayer ID No.: CZ45313351, registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert No. 1328, (the "Publishing House") and advertisers when disseminating commercial and other advertisements (collectively the "Advertisement"):

- a) In the Mladá fronta DNES daily (and all of its supplements);
- b) In the Lidové noviny daily (and all of its supplements);
- c) In the Metro daily and Men Women ONLY magazines;
- d) In the TOP KOMBI and ULTRA KOMBI offers;
- e) In the 5plus2 weekly and TÉMA weekly;
- f) On the iDNES.cz Internet server;
- g) On the lidovky.cz and zpravy.cz Internet servers;
- h) On the Internet servers: jobdnes.cz, reality.idnes.cz, automodul.cz, aknciceny.cz, expres.cz;
- i) On the 5plus2.cz Internet server;
- j) In the television broadcasting of the ÓČKO, ÓČKO Star, ÓČKO Black and ÓČKO Expres music channels; and;
- k) In the other printed materials and other Media published, operated or represented by the Publishing House or by parties that constitute a holding with the Publishing House.

The communication media listed above under items a) to k) will hereinafter also be collectively referred to as "Media". If special business terms exist for individual services of the Publishing House, these GBTs shall apply alternatively in addition to those special business terms.

2. For printed Media listed under items a) to e) and l), the Advertisement shall mean, for the purposes hereof, a portion of a printed page of some of the Media containing a communication of a party other than the publisher of the respective Media where such communication does not constitute the editorial text, a brochure supplement, i.e. an external supplement of some of those Media and tags added to the title if such communication is disseminated for remuneration or other consideration. For electronic Media listed under items f) to l), the Advertisement shall mean, for the purposes hereof, any communication of a party other than the operator of the respective Media where such communication does not constitute the editorial content of the respective Media and is disseminated for remuneration or other consideration, including sponsoring, teleshopping and product placement. Any and all communications of third parties stated in this paragraph shall be deemed to be the Advertisement even if they are not intended to promote the sales of products or services of the advertiser (or another party) or are not made in connection with the business activity of the advertiser or another party.

3. The advertiser shall mean the client who orders the dissemination of the Advertisement.

4. The Advertisement is disseminated under individual contracts for work or a similar contract (collectively the "contract for work") or under a framework contract and individual orders. These contractual relationships are also governed by the Technical Conditions for the individual Media published at www.mafra.cz, in addition to these General Business Terms and the currently valid price list. Different arrangements in the contract shall prevail over provisions of these GBTs.

5. The currently valid price list constitutes an integral part of these General Business Terms. The procedure of making changes to the price list is governed by Article X.

II. CONTRACT CONCLUSION

1. The advertiser usually orders the dissemination of the Advertisement by a written order (letter, fax, e-mail). However, the order can also be placed orally.

2. The order must contain all the required particulars necessary for the due dissemination of the Advertisement, such as in particular: the advertiser's

business name, or first name and surname, or name, registered office, identification number, taxpayer ID No., and usually also the name of the person responsible for the order. Furthermore, the order must specify the Media by which the Advertisement is to be disseminated, the dissemination date, the type (e.g. display Advertisement, classified Advertisement, external supplement, banner, spot, sponsoring) and, where applicable, other data concerning the design and specification of the order (e.g. coverage unit, location, section, key, colour). The Publishing House reserves the right to reject orders that fail to comply with this paragraph.

3. The contract is concluded by the Publishing House's confirming the order placed by the advertiser. The Publishing House confirms the order orally or in writing (by letter, fax, e-mail, etc.). If the order is not confirmed by the Publishing House orally or in writing, the contract is deemed to be concluded by disseminating the Advertisement.

4. Orders for external supplements shall only be binding on the Publishing House after a supplement sample has been presented and approved.

5. The Publishing House reserves the right to agree individual business terms with the client or advertiser through a contract. The client (and the advertiser) are obliged not to disclose such individual terms.

III. ADVERTISEMENT

1. The advertiser is responsible for supplying the input materials for the Advertisement in due time. If the input materials supplied according to the first sentence fail to meet the requirements specified or usually required by the Publishing House or are otherwise unsuitable for dissemination, the Publishing House shall notify the advertiser of this without undue delay. In that event, the advertiser is obliged to supply suitable substitute input materials in the required condition to the Publishing House immediately. In the event that the Advertisements use elements enabling the monitoring of user behaviour (cookies etc.) or personal data processing, the advertiser is fully responsible for compliance of such Advertisement with the law, in particular Regulation (EU) No 2016/679 and Act No 127/2005 Coll., and is the administrator of such data. The Publishing House does not obtain any consent to the processing of personal data for the Contracting Authority unless it is specifically agreed in writing.

That is without prejudice to the right of the Publishing House to use the data collected by the advertiser separately.

2. The Publishing House guarantees the print quality usual for the required printed Media, the quality of broadcasting or the quality of displaying usual for the required electronic Media to the extent allowed by input materials supplied.

3. The advertiser is fully responsible for the Advertisement content. The advertiser undertakes that the Advertisement transmitted to the Publishing House for dissemination will not contravene legislation, principles of morality, principles of fair conduct and fair trade practices, and that the dissemination of the Advertisement will not infringe third-party rights and legitimate interests (including but not limited to natural persons' right to the protection of personality, legal persons' right to the protection of reputation, copyrights and rights related thereto, and trademark rights) and will not even contravene universally binding legislation, particularly Act No. 40/1995 Coll., on Regulation of Advertising, as amended, Act No 132/2010 Coll. on linear audiovisual media services or, where applicable, Act No. 231/2001 Coll., on Radio and Television Broadcasting, as amended, and that all financial claims arising from the use of copyrighted works or, where applicable, portraits of natural persons used in the Advertisement, and from copyright-related rights have been settled by the advertiser as of the date of transmitting the input materials for the Advertisement; this does not apply to claims from collecting societies, i.e. notably OSA – Copyright Protection Association for Music Rights and INTERGRAM - Independent Society of Performers and Producers of Phonograms and Audiovisual Fixations, but solely to the extent of remuneration for disseminating the Advertisement in the broadcasting of radio stations or television channels. The advertiser expressly undertakes not to spread advertising for gambling operated without a basic authorisation



pursuant to Act No 186/2016 Coll. on gambling, or regulations replacing it. The advertiser undertakes that if the Publishing House or the publisher or, where applicable, the operator of the respective Media suffers any damage or other harm as a result of the dissemination of the Advertisement, the advertiser shall compensate such damage (harm) in full. Damage is also deemed to include the cost of judicial or arbitration proceedings, including the cost of legal representatives in such matters.

4. The Publishing House shall be given all necessary input materials for disseminating the Advertisement at its free disposal and is not obliged to keep such materials or return them to the advertiser. The Publishing House is not obliged to archive the Advertisement executed.

IV. FRAMEWORK CONTRACT

1. If the advertiser intends to publish a certain volume of Advertisements in some of the Media during a year, the advertiser has the opportunity to conclude with the Publishing House a framework contract for work for a single advertiser, which will entitle the advertiser to price discounts (the "Discount") arising from such a contract for orders from the particular advertiser for the specified Media or Media types. The Discounts listed in the advertising price list are only given to the advertiser for Advertisements disseminated in the respective Media or Media type, as appropriate, within one year from the date agreed in the framework contract, unless a shorter period is explicitly agreed therein. Special framework contracts are always required for the individual Media as well as for Advertisements in the national edition of Mladá fronta DNES, in the regional editions of MF DNES, for Advertisements in the DNES+TV Magazine, in Lidové noviny, in Lidové noviny's Pátek Magazine, in the Metro daily and the 5plus2 weekly, as well as for Advertisements as external supplements. The Publishing House is entitled to exclude completely certain Media types from the scope of framework contracts.

2. Based on the framework contract, the advertiser is entitled to request the publication of a larger amount of Advertisements within the agreed period than provided for in the framework contract. The Publishing House undertakes not to refuse to grant consent to such an increase in the amount of Advertisements without a substantial reason. If, pursuant to the Publishing House's terms and conditions, such increase entitles the advertiser to a greater Discount according to the valid price list, the advertiser shall obtain a tax credit note, after the framework contract expires, in respect of the difference between the Discount agreed in the framework contract and the Discount the advertiser is entitled to according to the valid price list. If an order is not fulfilled for reasons beyond the Publishing House's responsibility, the advertiser's right to the Discount corresponding to the failed order shall expire.

3. If the advertiser fails to order Advertisements in the relevant Media to the extent envisaged by the framework contract, the advertiser's entitlement to the agreed Discount shall expire in its entirety, and the advertiser shall pay the Publishing House the amount corresponding to the Discount already provided. This is without prejudice to the Publishing House's right to indemnity or compensation for lost profit.

4. Special Discounts may be agreed in writing with individual advertisers in addition to the Discounts envisaged by these General Business Terms. The advertiser is obliged not to disclose such Special Discounts.

5. For an advertising spot or a sponsor's message intended to be disseminated on radio stations or television channels (particularly of the ŌČKO group), the advertiser shall transmit the music track list of the advertising spot or the sponsor's message along with the respective data carrier, with this music track list to include the name of the advertising spot or the sponsor's message, the name of each musical work used if it has a name, the name of the author of music and lyrics and of the lyrics translation, where applicable, the name of the publisher and the accurate duration of the advertising spot and music used; if the spot or the sponsor's message includes a commercial shot, the data on the commercial shot used shall also be included – the designation of the creator of the spot or the sponsor's message and the creator of the commercial shot used.

6. The Discount to which the customer is entitled based on the overall generated turnover will be provided in the corresponding amount in CZK or in EUR and will be itemised proportionally to all invoices concerned.

V. ORDER EXECUTION

1. The Publishing House reserves the right to refuse to disseminate an Advertisement:

- a) if the Advertisement ordered fails to comply with the concluded contract for work, framework contract or other agreement and/or with these General Business Terms, or other terms and conditions to be used in agreement of the parties;
- b) in the event of breaching the ethical principles of the Publishing House or publishers or operators of individual Media or, where applicable, the Code of Advertising Practice of the Czech Advertising Standards Council;
- c) due to unlawful content of the Advertisement, i.e. if the content or dissemination of the Advertisement contravenes legislation, principles of morality, principles of fair trade practices and fair conduct, or decisions by public administration authorities;
- d) if the Publishing House has reasonable doubts that there may be a good reason to refuse the Advertisement pursuant to items a) to c);
- e) if the Advertisement format or design could make the readers, listeners or viewers believe that the Advertisement is part of the editorial content of the respective Media or part of a communication of the Publishing House, the publisher or the operator of the respective Media;
- f) which contains a communication, Advertisement or commercial communication of third parties, except where the advertiser is an advertising or media agency and the Advertisement contains a communication, Advertisement or commercial communication from its customer;
- g) which interferes with the rights and legitimate interests of the Publishing House or which does or might cause damage to the reputation of the Publishing House, its employees, shareholders or parties that constitute a holding with the Publishing House;
- h) if it is an Advertisement by a competitor of the Publishing House or by a publisher or operator of any Media;
- i) if the advertiser fails to transmit, along with the respective data carrier of an advertising spot or a sponsor's message intended to be disseminated on radio stations or television channels (particularly of the ŌČKO group), the music track list of the advertising spot or the sponsor's message, with this music track list to include the name of the advertising spot or the sponsor's message, the name of each musical work used if it has a name, the name of the author of music and lyrics and of the lyrics translation, where applicable, the name of the publisher and the accurate duration of the advertising spot and music used; if the spot or the sponsor's message includes a commercial shot, the data on the commercial shot used shall also be included – the designation of the creator of the spot or the sponsor's message and the creator of the commercial shot used;
- j) if the advertiser refuses to sign a special promise of indemnity, the signing of which may be required by the Publishing House in justified cases;
- k) if the advertiser's Advertisement requires sending a PR SMS and/or calling phone numbers charged at special rates in order to obtain more information, unless these are common advertising competitions and promotions; and/or
- l) anonymous Advertisements concerning elections during an election campaign under election laws or Advertisements that fail to meet other requirements of the election laws.

In that event, the Publishing House shall inform the advertiser about its decision to refuse the Advertisement without undue delay. The advertiser shall then provide the Publishing House with flawless substitute input materials without undue delay. Should an Advertisement by a single advertiser be refused repeatedly for reasons given in this paragraph, the Publishing House is entitled to withdraw from the contract concluded.

2. Unless the date of disseminating the Advertisement has been explicitly agreed, its publication depends on the Publishing House's capacities or on the decision by the publisher or operator, as applicable, of the respective Media.

3. Unless a specific placement or a specific coverage unit has been agreed for disseminating the Advertisement, its dissemination depends on the Publishing House's capacities.

4. An Advertisement order that is to be executed exclusively on a specific date, with a specific placement or in a specific coverage unit must be communicated to the Publishing House in time so that it can be confirmed to the advertiser. In order to ensure that Advertisements are placed in printed Media appropriately, the Publishing House reserves the right to shift the Advertisement date in such Media by one issue forward or backward. This provision also reasonably applies to electronic Media.



5. If possible, Advertisements are published in the appropriate sections with no need of an explicit agreement.

6. The Publishing House reserves the right to indicate Advertisements in an appropriate manner at its own discretion.

7. If the advertiser orders an Advertisement the form of which fails to conform to the page dimensions and/or the advertising space format or the technical capacities of the respective Media, the Publishing House will adjust the Advertisement in a standard manner without having to notify the advertiser.

8. If the advertiser orders a graphically unprocessed Advertisement in printed or Internet Media, the Publishing House will process such Advertisement in a standard manner. However, the Publishing House reserves right to reject such processing.

9. For keyed Advertisements published in printed Media, the Publishing House is obliged to gather, transmit or send the incoming keyed responses for six weeks from publishing the Advertisement. The Publishing House may destroy any keyed responses that arrive after that period.

10. The Publishing House does not accept any keyed responses exceeding the C4 size (228 x 325 mm), or any books, catalogues, parcels or goods.

11. The Publishing House is not obliged to check the appropriateness of an Advertisement location with respect to editorial text, other editorial content or to other Advertisements.

VI. PRICE OF WORK (ADVERTISEMENT), DUE DATES AND PAYMENT TERMS, INVOICING

1. The amount of the price of work is determined by the concluded (framework) contract and, unless explicitly agreed therein, it shall be determined by these GBTs and by the Publishing House's valid price list in CZK or in EUR. Prices in EUR apply to foreign customers and are available in the current price list of the Publishing House in the English language, if the price list with prices in EUR for the service has been issued in English.

2. The due date for the price of work is determined by the concluded (framework) contract. Unless the due date for the price of work is explicitly agreed in such a contract, the price is due within 14 days from the date of issue of the Publishing House's invoice (tax document), but no later than 30 days from the date of dissemination of the Advertisement. Due date of the invoice occurs even when defects advertising, the right of the advertiser for a discount is not affected. The Publishing House shall deliver the invoice (tax document) to the advertiser's latest address known to the Publishing House or to the advertiser's address registered in the Commercial Register or another such register, as applicable. The Publishing House is entitled to extend, by its unilateral decision, the due dates of individual invoices at any time. The Publishing House shall notify the advertiser of this Publishing House's decision properly and in good time.

3. Together with the Advertisement, the advertiser shall also pay the VAT at the applicable rate. Unless explicitly stated otherwise, prices in the price lists are specified exclusive of VAT.

4. At the advertiser's request (which must be made concurrently with the Advertisement order, otherwise the Publishing House is not obliged to comply with it), the Publishing House will send the advertiser a proof of the Advertisement dissemination along with the invoice; this only applies to printed Media. Depending on the type and extent of the order, such proof may include clippings, pages, whole issues or their copies or, as applicable, even only electronic documents (in PDF and JPG in particular). If such proof cannot be obtained, the advertiser will receive an acknowledgement of the Advertisement dissemination from the Publishing House. No proof of dissemination is provided for classified advertising.

5. If defaulting in payment, the advertiser is obliged to pay interest on late payment in the statutory amount. The advertiser is also obliged to pay the

costs incurred by the recovery of the invoiced amount or partial payments. In the event of default in payment, the Publishing House is entitled to refuse to execute further orders, including orders under the framework contract, or to make their execution contingent upon reasonable and timely payments in advance.

6. If the advertiser fails to specify the accurate size, form, length or other extent of the Advertisement to be disseminated in the respective Media and leaves this decision up to the Publishing House, then the actually published extent of the Advertisement shall constitute the basis of billing.

7. Discounts specified in the current price list are only available for Advertisements by a single advertiser published within a year. This period starts on the date of publication of the first Advertisement.

8. The advertiser is entitled to retroactively claim the Discount based on a valid price list and depending on the actually disseminated quantity or volume of Advertisements in a one-year period, unless agreed or specified in the individual Media price lists otherwise.

9. Should the advertiser default in payment of the advertiser's outstanding liabilities to the Publishing House in spite of the Publishing House's reminder, the Publishing House may decide that the advertiser is not entitled to any Discount, or that such entitlement expires, even retroactively. The entitlement to the Discount expires upon the issuance of the respective debit note by the Publishing House.

10. If an issue of the MF DNES daily with the DNES+TV Magazine and/or the Lidové noviny daily with the Pátek LN Magazine is published on another day, for example, due to a public holiday, the Thursday (MF DNES) and the Friday (LN) rates respectively shall apply to advertising in the dailies on such a day.

11. The Publishing House reserves the right to set other prices for special issues than those specified in the current price list.

12. Combined orders (such as TOP KOMBI EMPLOYMENT) are placed as a single order, which is always invoiced after being published in MF DNES.

13. The Publishing House may enter into a separate agreement with the advertiser concerning electronic business relations. Such agreement specifies the technical solution and defines that the communication in the mutual cooperation (i.e. issuing and sending tax documents (invoices) by MAFRA, as well as correspondence between both contracting parties concerning tax documents issued, and documenting the publication of advertising in MAFRA printed Media) will usually be conducted using electronic means.

14. Invoices for foreign clients are issued either in EUR according to the valid price list in English (if the pricelist in EUR for the service has been issued in English), or in CZK and subsequently converted into the relevant foreign currency - all invoices issued in a single calendar month are always converted using the Czech National Bank's fixed exchange rate as of the first day of the month concerned. It is permitted to set-off claims in different currencies, using the rate referred to in the previous sentence for such purposes. The set-off is always governed by the Czech law.

15. The Publishing House is entitled to require a full or partial payment in advance (especially from new or foreign clients).

16. The final advertising prices, inclusive of VAT, relating to specific formats of MF Dnes, Lidové noviny and, where applicable, other Media, are available at <http://www.mafra.cz/priloha-cenik-dph/>.

VII. COMPLAINTS

1. In the event of a wholly or partially illegible, incorrect, or incomplete Advertisement in printed Media, or a wholly or partially incorrect display or broadcasting of an Advertisement in other Media, the advertiser is entitled to a price Discount or to a dissemination of a flawless substitute Advertisement but only to the extent to which the purpose of the Advertisement was harmed.

The advertiser is obliged to claim this right from the Publishing House in writing within 2 weeks from the date of dissemination of the Advertisement, otherwise such right expires. It is the discretion of the Publishing House to choose from among the options specified in the first sentence above. If the Publishing House fails to publish the substitute Advertisement without undue delay or if the substitute Advertisement repeatedly fails to be flawless, the advertiser is entitled to a price Discount.

2. When an Advertisement is disseminated repeatedly, the advertiser is obliged to check the correctness and completeness thereof immediately after each publication. The Publishing House will not admit a claim for publishing a substitute Advertisement if the same deficiency occurs in the repeated Advertisement without being reported to the Publishing House immediately (within no later than 3 days) after the previous publication.

3. If defects attributable to defective input materials occur in the processing, printing, inserting or other dissemination of the Advertisement and these were not clearly identifiable when the order was received, the advertiser is not entitled to any Discount or dissemination of a substitute Advertisement.

4. In no event shall the Publishing House be held liable for damage that was not caused by the Publishing House deliberately or out of gross negligence and for damage caused by circumstances excluding liability, extraordinary and unforeseeable impediments arising independently of the Publishing House's will and/or by force majeure (the parties have agreed that force majeure shall always mean, for example, strike, lock-out, war and restrictions resulting from state of war, terrorist attacks, uprising, effects of the forces of nature, fire, etc.). The Publishing House is not obliged to pay damages to a party other than the advertiser. This is without prejudice to other limitations of liability stipulated herein.

5. Advertisement texts are only sent to the advertiser for proofreading at the advertiser's explicit written request and only if this is feasible with respect to time. The advertiser is responsible for the correctness and completeness of any proofreading done by the advertiser; the advertiser is obliged to send the proofs to the Publishing House in writing, otherwise the Publishing House is not obliged to take them into account. The Publishing House will allow the advertiser a reasonable period (in respect of the Publishing House's capacities) for proofreading; unless such period is stipulated, it shall be 12 hours. If the advertiser fails to deliver the proofs by the end of the stipulated period, the Publishing House is entitled to disseminate the Advertisement in the version sent for proofreading. In the proof the advertiser is obliged to specify all changes required by the advertiser. The Publishing House will add the changes required by the advertiser and send them to the advertiser for new proofreading, if possible with respect to time. Making other changes required by the advertiser after the first proof may be subject to a charge of CZK 100 exclusive of VAT, (for foreign customers EUR 4), for each subsequent proof. The Publishing House is entitled to increase the amount of the relevant invoice for publishing the Advertisement by that amount. If the advertiser requires changes other than error correction as part of the proofreading process, the Publishing House may charge an appropriate fee for such service.

6. Complaints are to be raised in writing at the registered office of the Publishing House or at the relevant advertising advisor of the Publishing House.

7. The statutory consumer rights from which there can be no derogations by agreement remain unaffected.

VIII. DATA PROTECTION, COMMERCIAL COMMUNICATIONS

1. Information provided by the advertiser to the Publishing House in connection with the contract for work shall only be used by the Publishing House for the agreed purposes (performance of the contract), fulfilment of statutory obligations or for the purposes of its legitimate interests or legitimate interests of third parties (mainly for any litigation concerning the provided services or the advertisement content, for statistical purposes and improving the services and for direct marketing). The same restriction applies to information provided by the Publishing House to the advertiser.

2. In recovering its claims due from the advertiser, the Publishing House is entitled to use a third party. The Publishing House is entitled to transmit information about individual business cases and about the advertiser to third parties in cases where so provided or allowed by law, in specifically stipulated

cases, when assigning or otherwise handling a claim, to its legal, accounting, tax and similar consultants and, to parties that constitute a holding with the Publishing House, as well as to the party providing the Publishing House with the insurance to cover the risk that claims will not be paid.

3. The instructions on processing of personal data from the publisher is available at www.mafra.cz/pouceni.

IX. OTHER PROVISIONS

1. Should reasonable doubts about the advertiser's solvency occur or should the advertiser be late in paying any invoice of the Publishing House that is due (albeit issued under a different contract), the Publishing House, at its own discretion, is:

- entitled to withdraw from the contract;
- to interrupt its performance; or
- to condition its further performance (including performance already ordered) on payment in advance.

The Publishing House is not obliged to notify the advertiser of the performance interruption pursuant to item b).

2. Order cancellation, which must be made in writing in any event, is without prejudice to the Publishing House's rights to receive the payment of the Advertisement price (i.e. the Publishing House is entitled to a withdrawal fee at the rate of 100% of the price in that event). The same applies to the Publishing House's refusal to publish an order already confirmed because the advertiser has failed to pay the advertiser's liabilities.

3. If the input material of the Advertisement ordered is not delivered or its delivery is late, the Publishing House reserves the right to charge a cancellation fee at the rate of 100%.

4. The contracting parties have agreed that the contracts (for work) concluded between them for the dissemination of the Advertisements and the relations arising from such contracts will be governed by Czech law, namely Act No. 89/2012 Coll., the Civil Code, as amended, specifically by the provisions governing contracts for work pursuant to Section 2586 et seq. of the Civil Code. The advertiser undertakes, at its own cost and risk, duly and within the statutory deadlines, to fulfil the obligations concerning the contract being concluded, as set out in Act No 340/2015 Coll. The contracting parties have agreed that in the case of expiry of the time limit set for sending such contract to the register administrator for publication, the Publishing House is entitled to withdraw from the contract. However, the Publishing House has a right to publish the contract independently if the advertiser does not publish the contract within 15 days of its conclusion, or on other reasonable grounds. The Publishing House may claim compensation for damage or non-material damage caused by breaching the contractual obligation of the advertiser to publish the contract duly and on time. To avoid any doubt it is agreed that this provision is separable from the other content and any ineffectiveness or invalidity of the contract due to its non-publication does not cause ineffectiveness or invalidity of this provision. If that Act allows the exclusion of a part of the contract or information from publication, the advertiser shall exclude such parts of the contract or information from publication.

The advertiser undertakes to treat the content of such contract as its own business secret. The publication of the contract in line with Act No 340/2015 Coll. does not relieve the contracting parties of their obligation to keep its content confidential. The same applies to other laws specifying the publication of information, namely Act No 247/1995 Coll. and other election laws.

5. The termination of the contract between the Publishing House and the advertiser by a legal act must be made in writing.

6. Should any reasons exist on the part of the advertiser that might establish lawful liability or any other liability of the Publishing House for tax obligations of the advertiser, the advertiser is obliged to inform the Publishing House about such facts immediately in writing.

7. A withdrawal from the contract between the Publishing House and the advertiser shall always have ex nunc effects.

8. The Publishing House reserves the right to agree individual business terms with the client through a (framework) contract.



9. Combined insertions into the Publishing House's newspapers and magazines are to be ordered separately for each edition and are invoiced separately for each edition.

10. The Publishing House hereby informs its business partners under Section 431 of Act No. 89/2012 Coll. that individual employees of the Publishing House are only entitled to act to the extent of authorisations granted to them and only in matters appropriate to their respective job positions. Without prejudice to the provision of the foregoing sentence, the following contracts may be concluded and/or legal acts may be performed on behalf of the Publishing House always and only by its statutory body (in the manner of acting externally registered in the Commercial Register) or by persons explicitly authorised by these statutory representatives to do so under special written power of attorney that will explicitly include the authorisation for such an act:

- a) Letters of intent;
- b) Use of trademarks, domains and other objects of industrial property;
- c) Entering into licence and sub-licence agreements, excluding usual agreements with authors for contributions in Media;
- d) Acquisition, encumbrance or alienation of real estate;
- e) Any security or confirmation of debts of the Publishing House as well as third parties (including arrangements on contractual penalties and debt recognition, guarantees, financial guarantees, etc.);
- f) Entering into a pledge agreement;
- g) Public offer;
- h) Arrangement on earnest payment;
- i) Any disposition of a business plant or a portion of a plant that constitutes an independent branch;
- j) Claim assignment;
- k) Debt assumption;
- l) Accession to debt;
- m) Asset takeover;
- n) Agreement or contract assignment;
- o) Any acts concerning securities (including bill of exchange) or shares in other entities;
- p) Settlement agreement;
- q) Waiver and debt remission (including acts carried out by returning a promissory note, etc.).

A contract, which was concluded by a member (members) of the statutory body representing the Publishing House, may be amended only through a legal negotiation where the Publishing House shall be represented again by members of the statutory body or persons explicitly authorised for such negotiation by a personal written authorisation.

11. A prolongation of the subjective period of prescription from 3 to 4 years is hereby agreed for claims arising between the contracting parties. This does not apply to damage compensation claims.

12. Any advertising offers of the Publishing House in the form of Advertisement and information in its price lists and/or catalogues are not deemed to be offers to conclude a contract.

13. Any and all offers to publish an Advertisement that are made by the Publishing House may be revoked even within the period determined for accepting them.

14. Provisions of Section 1799 and Section 1800 of Act No. 89/2012 Coll. shall not be used between the parties.

15. Provisions of Section 1805 (2), Section 1913, Section 1950, Section 1952 (2) and Section 1995 (2) of Act No. 89/2012 Coll. shall not be used between the parties.

16. The contracting parties hereby explicitly agree that the Publishing House is entitled to refuse performance under a concluded contract even if the advertiser is late in meeting any of its other obligations (arising from a different legal reason) to the Publishing House.

17. If the performance made by instalments has been agreed and the debtor fails to pay any instalment, the contracting parties have agreed that the creditor is entitled to the settlement of the whole claim and may exercise this right even after the very next instalment comes due.

18. The advertiser acknowledges that the contractual relationship with the Publishing House does not entitle the advertiser to designate its products or parts of them with the Publishing House's name, trademark, product name, or in another similar way.

19. The Publishing House is entitled to set-off any of its claims due from the advertiser, if such a claim has come due, against the advertiser's claims due from the Publishing House, irrespective of whether such claims have or have not come due and irrespective of the currency or the legal relationship from which they arose.

20. If the contract is concluded for a definite period of time or for a one-off performance, it may only be terminated by agreement or for lawful reasons. If the contract is concluded for an indefinite period of time, any of the parties may terminate it by notice of termination with a 1-month notice period, with this period starting from the first day of the month following the delivery of the notice of termination.

21. In compliance with Section 89a of the Code of Civil Procedure or Regulation (EU) No 1215/2012, the contracting parties hereby agree that the District Court for Prague 5 as the Court of First Instance shall have the territorial jurisdiction in any and all disputes between them arising from the contract. Where a Regional Court is the Court of First Instance, the contracting parties hereby agree that the Municipal Court in Prague shall have the territorial jurisdiction in any and all disputes between them.

X. CHANGES TO GENERAL BUSINESS TERMS

The Publishing House may change these General Business Terms, including price lists, to a reasonable extent, particularly in the event of:

- a) Changes in the individual Media where such changes have an impact on Advertisement formats;
- b) Introduction of new Advertisement formats or Media;
- c) Change in the extent, periodicity or dissemination period of the individual Media, or their cancellation or replacement with others;
- d) Legislative change or abolition of legislation, enactment of new legislation, or change in the interpretation of relevant legislation;
- e) Change in the circulation volume or readership volume of the individual printed Media or in the reach of the other Media;
- f) Changes in the prices of individual Advertisement formats;
- g) Changes in the price level on the market;
- h) Change in the interpretation of relevant legislation; or
- i) Unforeseeable changes on the market.

Changes will be notified to the advertiser, at the Publishing House's discretion, either by sending the relevant information and the complete text of the changes of the terms in the appropriate format (e.g. .pdf or .html) to the advertiser's contact e-mail address or by written notification. Such a change comes into force between the Publishing House and the particular advertiser by the expiry of the period defined by the Publishing House, which is usually one month; however, this period shall be at least 25 days from the date of the change notification. If the advertiser does not agree with the change, the advertiser is entitled to terminate the relevant contract by notice of termination within the period defined in the foregoing sentence, with a 30-day period of notice. If the advertiser exercises this advertiser's right of termination by notice of termination, such early termination of the contract is not deemed to be the advertiser's breach of the contract, and the advertiser's right to Discounts agreed will not cease to exist or be curtailed (unless such right ceases to exist or (might be) curtailed for other reasons on the part of the advertiser). Unless the advertiser uses the advertiser's right to terminate the contract by notice of termination, the advertiser is deemed to agree with the change.

However, the Publishing House reserves the right to adopt such a change to the GBTs or price lists that will not involve the advertiser's right to terminate the contract by notice of termination, provided that the advertiser will only be bound by such a change if the advertiser agrees with it.

When launching new products, the Publishing House reserves the right to stipulate different General Business Terms, Technical Conditions or price lists for such products. The same rules apply to changes to relevant Technical Conditions (see article I (4)).

XI. SPECIAL PROVISIONS FOR DISTANCE CONTRACTS AND/OR CONTRACTS CONCLUDED OUTSIDE BUSINESS PREMISES WITH CONSUMERS

1. In view of statutory provisions, the Publishing House hereby notifies the following to the consumers who will conclude a distance contract with the Publishing House or who will conclude a contract with the Publishing House outside its business premises:



- a) When concluding the contract to publish an Advertisement, the price of the Advertisement is set according to the valid price list of the Publishing House available at www.mafra.cz, with a Discount, where applicable, under the contract concluded;
- b) Given the nature of the contract, the consumer incurs no costs of the service delivery;
- c) The Publishing House reserves the right to request payment in advance;
- d) In addition to the price agreed, the Publishing House will only charge the statutory value added tax, while other taxes, charges or costs will not be charged, unless these are put in place after the contract is concluded and, under statutory regulations, they hamper the provision of the relevant service;
- e) A contract concluded in writing will be archived with the Publishing House, and the consumer is entitled to view it any time, on written request and after proving the consumer's identity,
- f) No technical steps are required to conclude the contract except for contacts with the relevant member of staff at the Advertisement Department of the Publishing House;
- g) Finding and correcting mistakes arising while entering data prior to placing an order are possible without limits before the contract is concluded;
- h) The Publishing House is not bound by any code of conduct concerning the publication of Advertisements, as no such codes have been issued;
- i) The contract may only be concluded in the Czech or Slovak language.

2.
The consumer is entitled to withdraw from the contract within 14 days from concluding it, using the relevant legal acts performed in relation to the Publishing House. If the consumer intends to withdraw from the contract, the Publishing House recommends performing such legal acts in writing in relation to the consumer's advertising advisor or by delivering a written notice of withdrawal to the registered office of the Publishing House. The period of withdrawal is deemed to have been met if the consumer sends the Publishing House the notification of the consumer's withdrawal from the contract within that period.

3.
If, in the concluded contract, the consumer requested publishing an Advertisement within a period shorter than the period of withdrawal pursuant to paragraph 2 of this article and the Advertisement was published accordingly, the consumer is not entitled to the withdrawal pursuant to paragraph 2 of this article. If, pursuant to paragraph 2, the consumer withdraws from a contract the performance of which began, at the consumer's explicit request, prior to the expiry of the period of withdrawal from the contract, the consumer shall pay the Publishing House a proportionate part of the agreed price for the performance provided till the withdrawal from the contract.

4.
A form will be enclosed with a contract concluded with the consumer to allow withdrawing from the contract in the events where so required by specific legislation.

5.
The Publishing House makes the consumer aware that it accepts payments in cash (payment in advance), by bank transfer to the Publishing House's account and, for selected products where this is explicitly indicated, also through PaySec or by Visa, MasterCard, Maestro and JCB payment cards. However, the Publishing House reserves the right of choosing the required payment system for an individual contract or order.

6.
Out-of-court dispute resolution is not allowed. The right of both contracting parties to bilateral negotiations on dispute settlement remains unaffected. Mediation is governed by Act No. 202/2012 Coll., on Mediation and on Amendments to Certain Acts.

Should a consumer dispute from a purchase contract or from a service contract arise between the Publishing House and the consumer, which the parties fail to settle by mutual agreement, the consumer may file a motion for an out-of-court settlement of such dispute to the entity assigned for out-of-court resolutions of consumer disputes, which is the Czech Trade Inspection Central Inspectorate – ADR unit
Štěpánská 15
120 00 Praha 2, Czech Republic
E-mail: adr@coi.cz
Web: adr.coi.cz

In the case of contracts concluded on-line, the consumer may also use the online dispute resolution platform which has been established by the European Commission at <http://ec.europa.eu/consumers/odr/>

XII. VALIDITY

These General Business Terms come into force on 1 January 2019.