

**0001879MEDIA CLUB, s.r.o.,**  
**Registered Office: Prague 8 - Libeň, Na žertvách 132/24, Postal Code 180 00**  
**Company ID No.: 29413982, Tax ID No.: CZ 29413982**  
**Registered in the Commercial Register of the Municipal Court in Prague, Section C, file 204565**

## **General Terms and Conditions for Contracts on Advertising on the Internet**

### **1) General Provisions**

- 1.1) General Terms and Conditions for Contracts on Advertising on the Internet and in HbbTV Applications (hereinafter referred to as "General Terms and Conditions") are business conditions pursuant to the provisions of section 1751 of Act no. 89/2012 Coll., Civil Code (hereinafter referred to as "CC"). Unless stated otherwise in a particular contract the General Terms and Conditions are not – for technical reasons – attached to contracts as an appendix even though they are an integral part of contracts.
- 1.2) MEDIA CLUB, s.r.o., Registered Office: Prague 8 - Libeň, Na žertvách 132/24, Postal Code 180 00, Company ID No.: 29413982, Tax ID No.: CZ 29413982, registered in the Commercial Register of the Municipal Court in Prague, Section C, file 204565 (hereinafter referred to as "Supplier") is – based on concluded contracts – entitled to provide interested parties with space for commercial communication (hereinafter referred to as "Advertising Space") on the worldwide Internet network, i.e. on the Internet servers listed in Appendix 1 of the General terms and Conditions (hereinafter referred to as "Servers") and in HbbTV applications listed in Appendix 2 of the General Terms and Conditions (hereinafter referred to as "HbbTV").
- 1.3) An Agency is an entity (natural or artificial person) whose line of business is advertising or procurement of advertising and which submits a particular Client's authorisation to enter into contracts on disseminating commercial communication ("Advertising"). A Client is an entity that initiates the conclusion of such a contract and determines what is to be promoted ("Subject Matter of Advertising"). An Order Party is either the Client or the Agency interested in using the Advertising Space on the Servers and on HbbTV.

### **2) Conditions and Process of Concluding Contracts**

- 2.1) On the Servers and on HbbTV it is possible to book Advertising Space based on a written, fax or e-mail reservation. The interested party's notification of reserving Advertising Space shall include the following information:

- a) name of campaign
- b) Client's name and identification number if the Order Party is not the Client
- c) dates of campaign
- d) products from the Supplier's offer ordered by the Order Party, and their position
- e) price (calculated according to the Supplier's price list)
- f) possible discount on the price if the right for discount arises from an already concluded general contract or another contract with the Supplier

The reservation of Advertising Space is used as the Supplier's planning tool. The data in the notification of reservation shall correspond to the Supplier's up-to-date offer. If the Supplier agrees to the reservation of Advertising Space, it shall usually confirm the reservation within three business days of receiving the notification of reservation. The reservation of Advertising Space on websites expires after 15 business days or 10 days before the planned beginning of the campaign at the latest. The reservation of Advertising Space in Hbb TV expires after 15 business days or 15 days before the planned beginning of the campaign at the latest.

2.2) Advertising Space on the Servers and on HbbTV shall be ordered by means of a written, fax or e-mail order, which must include the following information:

- a) the Order Party's identification data: company name (artificial person) or name and surname (natural person), registered address (artificial person or self-employed natural person), permanent address (natural person who is not self-employed), ID no. (if applicable), VAT no. (if applicable), birth number (natural person who is not self-employed).
- b) correspondence and invoice address (if different from registered or permanent address).
- c) information about the Order Party's contact person: telephone number, fax number, e-mail address.
- d) Client's identification data: company name or name and surname, ID number or birth number and for natural persons that are not self-employed their permanent address.
- e) identification data of the advertisement producer pursuant to section 1 (6) of Act no. 40/1995 Coll., on Regulation of Advertising (hereinafter referred to as "ARA"): company name or name and surname, ID number or birth number and for natural persons that are not self-employed their permanent address.
- f) specification of the performance required from the Supplier: name of campaign, products from the Supplier's offer ordered by the Order Party, position, volume, dates of campaign or of its part.
- g) complete information necessary for the product selected by the Order Party.
- h) price
- i) the statement that the legal relations between the Order Party and the Supplier are governed by the General Terms and Conditions and by the Supplier's Technical Conditions.

Products from the Supplier's offer are not a proposal to conclude a contract pursuant to the provisions of section 1732 of CC. The acceptance of an offer with a supplement or a deviation that does not substantially change the conditions of the offer does not mean the acceptance of the offer pursuant to section 1740 (2 and 3) of CC.

Orders are usually processed by filling in the Supplier's form. However, that does not mean that the Supplier may not accept an order processed in a different way in exceptional cases.

Orders shall be delivered within 5 business days before the beginning of the campaign on the websites and 15 days in case of Hbb TV. However, that does not mean that the Supplier may not accept, in exceptional cases, an offer placed later.

If the order is made by fax or e-mail, the Order Party shall immediately after the Supplier's request send the Supplier an order with the Order Party's electronic or real signature. Should the Order Party not do so within 2 days of the delivery of a reminder, the Order Party shall pay the Supplier, upon the Supplier's request, a contractual penalty in the amount of the stipulated price of the performance. Sections 2050 and 2051 of CC shall not be applied.

An order represents the Order Party's irrevocable proposal to conclude a contract. The contract shall be concluded by the Supplier's acceptance of the order. The legal relation between the Order Party and the Supplier is governed by the General Terms and Conditions and by the Supplier's Technical Conditions even if it is not expressly stated in the order. The provision of section 1726 (first sentence) of CC shall not be applied.

The Supplier is not obligated to accept an order. The Supplier reserves the right to refuse to provide Advertising Space for the Advertisement requested by the Order Party even after accepting the order if, in the Supplier's opinion, the posting of the Advertisement might – with regard to the origin, content or form of the Advertisement – cause the following:

- a) violation of the law, including but without limitation to CC and Act no. 132/2010 Coll. on Audiovisual Media Services on Demand (hereinafter "AAMS")
- b) possible sanction to the Supplier from third parties (e.g. copyright owners, tenderers, etc.) or government authorities.
- c) violation of the Advertising Codex of the Advertising Council or other self-regulatory directives or ethical rules.
- d) violation of legitimate interests of companies controlled by FTV Prima Holding, a.s. in relation to third parties.
- e) failure to meet the Suppliers technical requirements known to the Order Party – especially such requirements that are not included in the Supplier's Technical Conditions.

In such a case the Supplier shall ask the Order Party to submit a modified or alternative Advertisement that is not inconsistent with the aforementioned principles and corresponds to the Supplier's Technical Conditions.

Should the Order Party not submit a modified or alternative Advertisement before the planned date of the beginning of the campaign, the Supplier may withdraw with immediate effect from the contract entered into based on the Order. Regardless of whether the Supplier withdraws from the Contract or not, the Supplier may, in such a case, require to be paid a contractual penalty in the amount of the stipulated price. Sections 2050 and 2051 of CC shall not be applied.

Should the Order Party decide to withdraw from an already concluded contract, it shall pay the Supplier compensation in the amount of the stipulated price, pursuant to the provisions of section 1992 of CC.

The conclusion of a contract between the Order Party and the Supplier in a form different from provision 2.2) of the General Terms and Conditions is not admissible. The provision of section 1757 of NOZ shall not be applied.

### 3) The Parties' Rights and Obligations

- 3.1) Unless the Parties agree otherwise, the production of materials necessary for the product offered by the Supplier is arranged by the Order Party on its own responsibility. The Order Party shall submit to the Supplier such materials that are complete and in compliance with the Supplier's General Terms and Conditions and Technical Conditions or, possibly, with another agreement of the Parties'.
- 3.2) The Order Party shall provide the Supplier with the complete materials three business days before the planned beginning of the campaign on websites at the latest. Complete materials for HbbTV campaign ten business days before the planned beginning of the campaign latest. In the event of a Non-Standard Advertisement the deadline for submitting the materials is 5 days before the beginning of the campaign. Non-Standard Advertisement is defined in the Supplier's Technical Conditions. If the Supplier has, in relation to the Non-standard Advertisement, any technical requirements beyond the Supplier's Technical Conditions, it shall inform the Order Party of it within 3 days after accepting the order of the campaign. The Order Party shall meet such technical requirements of the Supplier.
- 3.3) The Order Party is fully responsible for the content of the Advertisement. The Order Party declares and guarantees to the Supplier that the Advertisement does not violate any legal regulation and that its placement in the Advertising Space or its use resulting from the contract will not cause any violation of any third party rights.

- 3.4) The Order Party undertakes to indemnify the Supplier or its contractual partners in its entirety for any and all sanctions imposed against them or any measures taken by government authorities in relation to the Advertisement, regardless of whether the Supplier or the contractor used his authority not to disclose the ad or withdraw from the contract for its conflict with the law. The Order Party also undertakes to indemnify the Supplier or its contractual partners even in connection with claims asserted by any third parties. Such indemnification also includes possible court costs or administrative costs, including legal representation.
- 3.5) If the Supplier asks the Order Party to do so, the Order Party shall satisfy the claims made by government authorities or by third parties against the Supplier or its contractual partners.
- 3.6) The Order Party guarantees that in connection with the production and placement of the Advertisement in the Advertising Space or with any other stipulated use of the Advertisement it has obtained and settled in full extent all the necessary rights of all personality rights and copyright or rights connected with copyright as well as the rights of all owners of industrial property or intellectual property rights (especially trademark rights) and of all bearers of personality rights. By concluding the contract the Order Party provides the Supplier with all the necessary authorizations for the stipulated manners of using the Advertisement. Upon the Supplier's request, the Order Party shall prove that it has obtained and settled all usage authorisations.
- 3.7) By concluding the contract the Order Party also grants the Supplier an authorization, unlimited in time and territory, to use samples of the Advertisement for the promotion of the Supplier, FTV Prima, spol. s r.o. or the Servers or HbbTV in any way.
- 3.8) An External System means a system of issuing (emitting) advertising formats and measuring their statistics (mostly the number of advertising format viewings, number of clicks, etc.) that is independent of the Supplier. If the Parties agree on the person that will be the provider of the External System, the Order Party shall give the Supplier the relevant html codes / tags and enable it to post the Advertisement on the Server via the External System. The Order Party is solely responsible for the operation of the External System. If the Advertisement is not posted as a result of a failure of the External System, the Supplier's right to be paid the stipulated price in full shall not be affected.

#### 4) Price and Payment Conditions; Campaign Progress Assessment

- 4.1) The Order Party shall pay the Supplier the price resulting from the accepted order. The legal VAT amount shall be added to the price. The basis of the calculation of the price agreed to by the Parties by means of accepting the Order is the Supplier's price list for the period of the campaign published on the Servers and effective as of the date of concluding the contract.
- 4.2) Unless stipulated otherwise, the Supplier's statistics are decisive for the assessment of the progress and result of the campaign.

- 4.3) If the Parties agree that the Order Party's statistics are decisive for assessing the progress and result of the campaign, or if the Order Party's statistics are acquired (e.g. in the event of using an External System), the Order Party shall enable the Supplier to access such statistics at any time and free of charge, upon request.
- 4.4) If the Parties agree that the Order Party's statistics are decisive for assessing the progress and result of the campaign and if, for any reason, such statistics are not made or are not complete, the Supplier's statistics shall be used for assessing the progress and result of the campaign. The difference between the Supplier's statistics and the decisive statistics of the Order Party may be up to 10%. If the difference is higher than 10%, the Order Party is not entitled to any compensation.
- 4.5) Invoices shall be issued within 14 days of the day of taxable event. Unless stipulated otherwise, the payment is due in thirty days of the date of taxable event stated on the invoice. The date of payment means the day when the funds are credited to the Supplier's bank account. The Supplier shall attach a description of the work performed to the invoice.
- 4.6) Should the Order Party not pay the price or any other debts within the maturity period, it shall pay the Supplier, upon the Supplier's request, a contractual penalty in the amount of 0.1% of the amount due for each day of delay. The provisions of sections 2050 and 2051 of CC shall not be applied.
- 4.7) The Order Party is not entitled to unilaterally offset the unpaid price or any debt of the Supplier. However, that does not mean that the offset may not be done by means of the Parties' agreement.
- 4.8) The Supplier may require the payment of the price before the beginning of the campaign. The Order Party acknowledges that the Supplier requires payment beforehand especially from those Order Parties ordering the Supplier's services for the first time.
- 4.9) Direct payments from abroad shall be paid in a freely convertible currency according to the official exchange rate of the Czech National Bank on the day of invoicing. Bank charges resulting from the transfer of payment from abroad agreed on beforehand shall be paid solely by the Order Party and are at its expense.
- 4.10) Should the Order Party be in arrears with the payment of the price or with paying any other financial debt to the Supplier, the Supplier is entitled not to publish any Advertisement for the Order Party until all the amounts due have been paid.
- 4.11) In compliance with the provision of section 1794 (2) of CC, the Order Party expressly states that the mutual performance provided by the Supplier is not highly disproportionate to its performance, and therefore the Order Party excludes the application of the provisions of section 1793 of CC.

## 5) Complaints and Damages

- 5.1) The Order Party shall make a complaint only in writing by sending a letter by registered mail to the Supplier's registered address. It must be clear from the complaint what exactly the fault of the Supplier's performance lies in. Complaints by e-mail, fax or telephone or complaints that do not specify the fault of the Supplier's performance shall not be regarded as properly made.
- 5.2) The period for making complaints is preclusive and expires after 14 calendar days of the day when the Order Party found or could have found the fault, or two working days after the end of the campaign at the latest. The Supplier shall make a decision about a lodged complaint within 30 calendar days of the day when the complaint was made.
- 5.3) The Supplier's performance shall be deemed faulty if its services have not been functional for more than 12 hours during a calendar day. However, it shall not be regarded as a fault if the Order Party's Advertisement is automatically displayed by the system according to the advertising volume ordered. Fluctuation in the number of visits of the Provider's individual Servers shall not be regarded as a fault in the Supplier's performance either.
- 5.4) Justified complaints shall be resolved by means of alternative performance, which means another campaign. If alternative performance is not possible, the Order Party is entitled to a reasonable discount on the price. The right to the reasonable discount on price is exercised by means of a credit note.
- 5.5) The Supplier is not liable for nonperformance or late meeting of its obligations caused by events that are out of its control. Such events that are out of the Supplier's control are force majeure, such as riots, military actions, state of emergency or state of readiness, public authority interventions, the weather, failures of communication services, technical defects, lack of electricity, the meeting of the Supplier's legal obligations (e.g. the obligation to inform the public), disputes between employees and employers or other similar events.
- 5.6) The Supplier is only liable to the Order Party for such damage that the Supplier has caused, and is liable up to the amount of the price of the performance according to the relevant contract. The provision of section 1729 of CC shall not be applied.

## 6) Other Provisions

- 6.1) The Supplier and the Order Party undertake not to use for themselves or for another or make accessible to any third party any of the confidential information that they get to know or that is made accessible to them in relation to the publication of the Advertisement. For the purpose of contracts,

confidential information is considered to be especially business, organisational, financial, property, marketing and other related data concerning the Supplier or the Order Party, their business partners or persons connected with them personally or in terms of property that is not accessible to the public, regardless of whether or not its publication may cause damage to the entity that the information concerns.

- 6.2) Confidentiality according to the previous clause of the General Terms and Conditions shall not relate to the Confidential Information made accessible:
- a) to the Supplier and to companies that form a business concern (holding) along with the Supplier pursuant to the relevant provisions of Act no. 90/2012 Coll. on Commercial Companies and Cooperatives (Business Corporations Act).
  - b) to the Supplier's or Order Party's employees or external workers who need the confidential information for their work according to the contract between the Supplier and the Order Party on condition that such persons are contractually bound to maintain confidentiality.
  - c) to the providers of legal services, accounting, auditing and similar services on condition that they are contractually bound to maintain confidentiality.
  - d) in the event of meeting the legal obligation to provide information (e.g. report or foil a crime).
- 6.3) Each Party has read the General Terms and Conditions, agrees with them and undertakes to observe them.
- 6.4) The claims resulting from the General Terms and Conditions shall be time-barred after 10 years.
- 6.5) The Supplier's notifications addressed to the Order Party shall have at least the form of an e-mail message unless stated otherwise in the contract or in the General Terms and Conditions.
- 6.6) The invalidity of a single provision of the contract does not mean that the whole contract is invalid. The Parties undertake to replace an invalid provision by such a valid provision that corresponds to the content and purpose of the original provision as much as possible.
- 6.7) The General Terms and Conditions are written in Czech and English. In the event of contradiction between the Czech and English versions, the Czech version is decisive.
- 6.8) The Order Party may not refer to any other general terms and conditions than the Supplier's general Terms and Conditions. The provisions of section 1751 (2 and 3) of CC shall not be applied.
- 6.9) All the relationships that are not determined by the General Terms and Conditions shall be governed by the Civil Code (CC) and by other legal regulations of the Czech Republic, excluding the conflicting rules of international private law. If an international element is present, the Parties agree to

the exclusive jurisdiction of the courts of the Czech Republic for the settlement of disputes, including disputes over their validity or results of their invalidity. The relevant local court shall be the court in whose district the Supplier has its seat.

6.10) These General Terms and Conditions are effective as of the day when they are signed.

In Prague on \_\_\_\_\_

MEDIA CLUB, s.r.o.  
Ing. Marek Singer, Executive Manager

MEDIA CLUB, s.r.o.  
Ing. Petr Babulík, Executive Manager

Appendix 1  
to the General Terms and Conditions for contracts on advertising on the Internet

List of Servers:

iprima.cz  
prima-play.cz  
prima-love.cz  
prima-cool.cz  
prima-zoom.cz  
prima-zeny.cz  
prima-fresh.cz  
prima-autosalon.cz  
prima-style.cz  
prima-living.cz  
prima-radce.cz  
prima-youbo.cz  
prima-max.cz  
fithall.cz  
moviezone.cz  
nakluky.cz



## Appendix 2

to the General Terms and Conditions for contracts on advertising in the HbbTV application

List of HbbTV applications:

HbbTV – TV Prima

HbbTV – TV COOL

HbbTV – TV LOVE

HbbTV – TV ZOOM

HbbTV – TV MAX

HbbTV – TV Očko