

# General terms and conditions

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These terms and conditions, the order confirmation, specifications, schedules, prices and other appendices (collectively, the "Agreement") apply for all advertising and advertising-related services provided by Mediaplanet Czech, s.r.o. reg. number 24804711, Malá Štěpánská 1929/9, 120 00 Praha 2 ("Mediaplanet") to its customers (individually and collectively, the "Client").

## 1. DEFINITIONS

1.1 In this agreement the terms mentioned below have the following definitions:

**MEDIAPLANET:** Mediaplanet Czech, s.r.o.; Malá Štěpánská 1929/9, 120 00 Praha 2; Reg. number 24804711

Mediaplanet is a subsidiary of Mediaplanet International AB in Stockholm, Sweden.

**SERVICES:** Services to be provided by Mediaplanet to the Client.

**CLIENT:** Advertiser, sponsor and, if applicable, an intermediary media agency.

**PRODUCTIONS:** Productions to be supplied by Mediaplanet to the Client on the basis of an order.

**PUBLICATIONS:** Publications to be supplied by Mediaplanet to the Client on the basis of an order.

## 2. APPLICABILITY

2.1 These general conditions apply to all offers made by Mediaplanet and to all agreements concluded between Mediaplanet and the Client. These general conditions are an integral part of the offers submitted by Mediaplanet and the agreements between Mediaplanet and the Client including the manner of conclusion and the implementation thereof.

2.2 Deviations from these terms and conditions can only be made in writing.

2.3 In case of conflict between the provisions of these terms and conditions and the stipulations of the contract, the stipulations of the contract prevail over these terms and conditions.

2.4 If the contract between Mediaplanet and the Client ends, regardless of the reason for termination, the provisions of these terms and conditions and the stipulations of the contract remain applicable to the legal relationship between Mediaplanet and the Client.

2.5 Mediaplanet explicitly rejects the application of any (general) terms and conditions of the Client.

- 2.6 Mediaplanet has the right to unilaterally change these terms and conditions. If the Client places a new order (including a renewed placing) after modification of these terms and conditions, the Client shall be deemed to have accepted these changes.
- 2.7 If any provision of this Agreement or part thereof shall to any extent be or become invalid or unenforceable, the parties shall agree upon any necessary and reasonable adjustments of the Agreement in order to secure the vital interests of the parties and the main objectives prevailing at the time of execution of the Agreement.

### 3. ASSIGNMENT

- 3.1 If the Client requests Mediaplanet to provide services or if these services are offered by Mediaplanet to a (potential) Client, this request or this offer constitutes an assignment within the Agreement. These provisions also apply to follow-up orders or additional orders.
- 3.2 Offers and quotes submitted by Mediaplanet are non-binding. Mediaplanet is entitled to withdraw its offer or quote within five (5) days after acceptance by the Client.
- 3.3 The offer or quote constitutes one order and Mediaplanet is not obliged to supply part of the order for a proportionate price. In case of partial acceptance of an offer or quote, Mediaplanet is free to charge a fair price for that part to the Client.
- 3.4 The contract between Mediaplanet and the Client is concluded upon receipt by Mediaplanet of the written acceptance by the Client of a written offer provided by Mediaplanet, unless Mediaplanet uses its right as referred to above to withdraw its offer or quote within five (5) days after acceptance.

### 4. PRICING AND INVOICES

- 4.1 The Client shall pay the price agreed in advance for the Service, Publication and/or Production, plus any additional costs incurred by Mediaplanet. In principle the invoice is issued on or around the first day on which the Service is provided, or the Publication and/or Production was released or put online unless otherwise agreed in writing. If no price is agreed in advance, Mediaplanet is entitled to reasonable compensation for the work carried out, to be determined on the basis of its costs and profit margins.
- 4.2 The agreed prices exclude VAT and other government levies. Mediaplanet will charge the applicable VAT to the Client and/or other government levies accordingly.
- 4.3 In general the agreed prices exclude media agency fee. Mediaplanet will charge the applicable media agency fee to the Client accordingly.

- 4.4 Invoices submitted by Mediaplanet are to be paid by the Client within fourteen (14) days of the invoice date to the account specified by Mediaplanet, unless explicitly agreed otherwise in writing in the order confirmation.
- 4.5 By exceeding the payment date, the Client is legally in default and owes statutory commercial interest in accordance with the Swedish Act of Interest on Late Payments, as in force at the time of the late payment. In addition, Mediaplanet will charge the actual extrajudicial debt collection costs in such cases.

## 5. DELIVERY SERVICES, PUBLICATIONS AND PRODUCTIONS

- 5.1 Mediaplanet shall provide the services and products set out in the order confirmation and in the Agreement (the "Services").
- 5.2 Mediaplanet is committed to ensure that the agreed Service, Publication and/or Production is delivered on time to the Client.
- 5.3 At its own discretion, Mediaplanet may engage third parties for the execution of the Services, Publications and/or Productions.
- 5.4 Mediaplanet delivers its Services, Publications and/or Productions to the best of its ability and as agreed, unless this is impossible due to force majeure. Force majeure includes, but is not limited to, a non-attributable failure of third parties or suppliers, temporary or in sufficient availability of hardware, software and/or internet or other telecommunications connections necessary to deliver the Services, Publications and/or Productions, non-availability of a web page managed by a third party and any other situation reasonably beyond Mediaplanet's control. In the case of force majeure, Mediaplanet is not obliged to reimburse any damage suffered as a consequence of the force majeure.
- 5.5 Mediaplanet shall not be liable for any defects or errors caused due to instructions or materials supplied by the Client. Moreover, Mediaplanet shall not be liable for defects, deficiencies, discrepancies and other shortcomings that could have been noticed during the Client's review and approval of the advertisement.
- 5.6 Unless otherwise specifically agreed upon, Mediaplanet shall not be liable for any delays. Moreover, Mediaplanet shall not be liable for delays or defects caused due to circumstances outside Mediaplanet's reasonable control, including, but not limited to, delays or defects caused due to the Client not having provided approval of the Advertisement prior to the agreed deadline.
- 5.7 Unless otherwise agreed, the Client is solely liable for confirming and ensuring that the Services and the results thereof can be protected, registered and/or used, including that the result does not infringe any intellectual property or other rights. In this respect, Services are provided on an "as is" and "as available"-basis, without any warranties or representations whatsoever. The Client uses the Services and the results thereof at its sole risk and liability.

- 5.8 Given the nature of the Services, Publications and/or Productions to be delivered, Mediaplanet is allowed to decide, at any time, to change the publication date of a Service, Publication and/or Production with up to three (3) months. Mediaplanet needs to inform the Client about the changed publication date but Mediaplanet does not need to reimburse the Client, since this is within the Agreement.
- 5.9 Mediaplanet is allowed to decide, at any time, not to carry out a planned delivery of a Service, Publication and/or Production. In such cases Mediaplanet is obliged to reimburse the Client unless the reason for not providing the Service, Publication and/or Production is attributable to the Client. In that case the Client does not owe Mediaplanet any further compensation.
- 5.10 Mediaplanet is entitled to suspend its work under assignment if the Client fails to fulfil its obligations on any grounds whatsoever. If the failure continues after notice of default, Mediaplanet is entitled to terminate the contract.
- 5.11 In case of cancellation of the order given by the Client or on the grounds of failure to fulfil the obligations by the Client, Mediaplanet is entitled to the agreed payment, minus any charges not yet made or cancelled free of charge related to the assignment. The costs to be incurred related to the assignment which could not be cancelled free of charge, will be passed on to the Client.
- 5.12 Mediaplanet strives to achieve the highest possible print/offset quality when printing. It is not, however, responsible for a partially moderate or inferior quality of the print or offset of the Publication.
- 5.13 Mediaplanet prepares the Services, Publications and/or Productions under its own editorial responsibility. The Client is not permitted to make changes to the delivered Services, Publications and/or Productions with which facts, content or meaning is changed to such an extent that this could undermine the reputation of Mediaplanet. In case of violation of this condition, Mediaplanet is entitled to terminate the contract with immediate effect without notice, default or juridical intervention being required.
- 5.14 The Client is not allowed to use or to otherwise apply the Services, Publications and/or Productions if the Client has not fulfilled all obligations under the contract between itself and Mediaplanet or that the Client has not complied with its obligations towards Mediaplanet for other reasons.
- 5.15 Mediaplanet endeavours to ensure that the delivered Services, Publications and/or Productions are carefully prepared and are not unlawful towards third parties. Mediaplanet has the right to determine the content of its Services, Publications and/or Productions and make any amendments. If something is not explicitly defined in the contract, Mediaplanet has the right to execute the assignment according to its own discretion and creativity.
- 5.16 The digital Services of Mediaplanet, including the management of (micro) websites, are provided and delivered by Mediaplanet without any warranty for (continuous) availability and adequacy.

- 5.17 The online network on which Mediaplanet places the online Publication or Production at the request of the Client may vary from time to time, so that the composition of the pertaining websites can vary.
- 5.18 The Client is responsible for the contents of any advertisements delivered by the Client to Mediaplanet and used in one or more of its Publications and/or Productions. The advertisement should be provided on the date indicated by Mediaplanet. From the date of delivery no changes or corrections can be made to the submitted advertisement or sponsored piece. By supplying the advertisement or sponsored piece to Mediaplanet, the Client explicitly consents to the contents of that advertisement being made public and multiplied for use in one or more publications. If prior to the preparation and/or offsetting or printing of the publication the Client indicates that it does not want to place the advertisement, the Client is obliged to reimburse the full consequential damages. Withdrawal of one or more advertisements by the Client after the publication has been prepared and/or printed is explicitly excluded.
- 5.19 Mediaplanet is not responsible for any inaccuracies or errors in the (text of the) advertisement supplied by the Client and the Client indemnifies Mediaplanet against liability for damage resulting therefrom.
- 5.20 If, in the opinion of Mediaplanet, the content of the advertisement supplied by the Client is contrary to public policy or principles of morality, or at least in the opinion of Mediaplanet is not suitable for the pertaining publication, Mediaplanet is not obliged to place the advertisement.
- 5.21 Mediaplanet is also not bound to place the advertisement supplied by the Client in one of its publications if the pertaining distributor of its Publication(s) refuses to distribute the full publication based on the content of the advertisement or if any pertaining website refuses (the link to) the advertisement.

## 6. CONFIDENTIALITY

- 6.1 The Parties hereto shall treat the terms and conditions under this Contract and any information concerning the Services, the other party and the other party's business (whether marked as confidential or of confidential nature) strictly confidential, and shall not disclose the information to any third party without consent of the other party. Notwithstanding the foregoing, subject to confidentiality, each party may disclose such information to its financial and legal advisors.

## 7. LIABILITY

- 7.1 Mediaplanet is not liable to pay any compensation for any direct or indirect damage of the Client or a third party, whether or not this arises from an attributable shortcoming in the performance of the contract or any other obligation towards the

Client or a third party, unless the failure is due to intentional or gross negligence on the part of Mediaplanet. In any case, the damage is limited to the amount of the payment for the pertaining assignment.

- 7.2 Mediaplanet is not liable towards the Client or any third party for damage caused by incorrect and/or incompetent use of Services, Publications and/or Productions supplied by Mediaplanet and/or the information contained therein or due to changes to the delivered Services, Publications and/or Productions by the Client or third parties.
- 7.3 Mediaplanet is not liable for any inaccuracies, errors or omissions in or resulting from (the text of) advertisements supplied by the Client.
- 7.4 Mediaplanet is not liable for damages resulting from errors by third parties engaged in providing the Services, Publications and/or Productions. Mediaplanet is, for example, (but not limited to) not liable for damages resulting from errors in the distribution of Publications by the distributor involved.
- 7.5 Mediaplanet's total and aggregate liability under the Agreement, for one or more incidents (regardless of whether or not these are connected), shall in no event exceed the amount actually paid by the Client for the Services. Mediaplanet shall in no event be liable for any loss of production, loss of profits, expected savings or other indirect damage or loss. Mediaplanet shall in no event be liable against Client's customers, contractors or other third parties.

## 8. COPYRIGHT

- 8.1 The copyright and any other intellectual property rights on Services, Publications and/or Productions provided by Mediaplanet shall remain vested with Mediaplanet or the legal entities or natural persons it represents, unless otherwise agreed in writing. To the extent necessary in order for the Client to use the Services, Publications and/or Productions provided by Mediaplanet, for the duration of the assignment a limited, non-exclusive, non-transferable right to use the intellectual property rights of the Services, Publications and/or Productions is granted to the Client by Mediaplanet.
- 8.2 The copyright and any other intellectual property rights on proposals or concepts produced by or on behalf of Mediaplanet remain vested with Mediaplanet or the legal entities or natural persons it represents, unless otherwise agreed in writing.
- 8.3 Only Mediaplanet has the authority under its copyrights or other intellectual property rights to grant third parties permission to (or have someone) disclose and/or reproduce the provided services. If Mediaplanet grants such permission this only consists of the non-exclusive and non-transferable permission for use in the agreed manner for the described purpose within the agreed media.

- 8.4 Unless previously agreed otherwise, the Client is not permitted to directly or indirectly offer Services, Publications and/or Productions made by Mediaplanet for further distribution, or modified or unmodified, made available to third parties.
- 8.5 Any use of a Service, Publication and/or Production made by Mediaplanet that has not been agreed constitutes an infringement of copyright or other intellectual property rights of Mediaplanet or the legal entities or natural persons it represents. If infringement of a copyright or other intellectual property rights occurs, an indemnity amounting to at least five times the usual fee for such use is incurred by Mediaplanet, without prejudice to the right of Mediaplanet to full compensation or otherwise pursuant to the copyright or other intellectual property rights and authority.
- 8.6 The Client will immediately inform Mediaplanet if the Client learns that the Service, Publication and/or Production that has been delivered is entirely or partially, whether in a processed or modified form, distributed or used by a third party who is not entitled to do so.
- 8.7 Upon termination of the contract regardless of the reason for such termination, all rights granted to the Client by Mediaplanet expire and will pass back to Mediaplanet.

## 9. PRIVACY

- 9.1 If applicable, the Client herewith authorizes Mediaplanet to process the personal data of the Client.
- 9.2 If the Client wishes to add technologies (such as cookies) to the material Mediaplanet places on a website, the Client shall provide an exact description thereof together with the objective, specifying the data collected. Mediaplanet will decide whether it agrees to the use of the pertaining technology. The Client is only entitled to use the data obtained to the extent required for acquiring the service within the framework of the contract. Any further use of the data collected is explicitly forbidden.
- 9.3 The Client guarantees that (upon taking delivery of the Service, Publication and/or Production) it complies with the provisions of the Electronic Communications Act and the Data Protection Act and indemnifies Mediaplanet for damages resulting from non-compliance with this obligation.

## 10. OTHER PROVISIONS

- 10.1 If and in so far as any part or as the case may be any provision of these terms and conditions are contradictory to any mandatory provision, this does not affect the validity of the remainder of these terms and conditions. Instead of the pertaining provision, the parties will determine a new provision which as closely as possible is in line with the purpose and intent of the invalid provision.

## 11. TERMS AND TERMINATION OF THE CONTRACT

- 11.1 Unless otherwise explicitly provided, the term of the contract between Mediaplanet and the Client starts on the date of delivery of the first Services, Publications and/or Productions by Mediaplanet.
- 11.2 This Agreement is valid under the period agreed upon.
- 11.3 Each party shall have the right to terminate this Agreement with immediate effect by giving the other party written notice thereof, if the other party commits a material breach of any term in this Agreement and such party fails to remedy the same breach within thirty (30) days following written notice by the non-defaulting party of the material breach.
- 11.4 Mediaplanet is entitled to immediately terminate the contract without being obliged to pay any compensation to the Client if:
- a) the Client is declared bankrupt and enters into liquidation or a request to that purpose has been filed with the court;
  - b) the Client has requested and obtained (temporary) suspension of payments,
  - c) the Client otherwise loses control of its property;
  - d) the Client (as a legal entity) is dissolved;
  - e) a situation arises attributable to the Client which affects the reputation of Mediaplanet;
  - f) the management of the Client changes to such an extent that Mediaplanet no longer has the confidence that the Client will comply with the obligations towards Mediaplanet; or
  - g) the Client is taken over or merges with a third party; and/or
  - h) the Client fails to fulfil one or more obligations under the contract or other agreements with the Client or its affiliated companies even after a reasonable period has been given to ensure compliance with its obligations. In that case, the Client is obliged to pay full compensation of damages to Mediaplanet.
- 11.5 In case of force majeure (as defined in Article 5.4) as a consequence of which Mediaplanet cannot fulfil its obligations and Mediaplanet has indicated that it is not possible to provide the service within a period of six months as yet, the Client and Mediaplanet both have the option to dissolve the contract by means of a written statement. In case of force majeure, compensation for possible damages of the Client is excluded.

## 12. APPLICABLE LAW AND DISPUTE

- 12.1 This Agreement shall be construed in accordance with and governed by Swedish law, without reference to its conflicts of laws principles.

- 12.2 Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of the arbitration shall be Prague, Czech Republic.