

General Terms of Business of the Publisher

VLTAVA LABE MEDIA a.s.,

(HEREINAFTER REFERRED TO AS "VLM")

(for advertisements and advertising supplements)

1. Scope of Application

- a) These General Terms of Business govern the publication of
 - advertisements in the media published and operated by VLM;
 - advertisements on the websites operated and represented by VLM.
- b) These General Terms of Business include the currently valid price list.
- c) VLM reserves the right to proceed differently when determining the price of an advertisement defined in the valid price lists, if there is a typo in the price list.
- d) The legal relations, which are not governed by these General Terms of Business or by a special contract, will be governed by Act No. 89/2012 Coll., the Civil Code, as well as by Act No. 634/1992 Coll., the Consumer Protection Act.

2. Order

- a) VLM receives an advertisement in the form of a binding written order, or possibly under a concluded contract.
- b) An order must contain all the required particulars, which are necessary for proper publication and which particularly include the following: the Ordering Party's trade name, the Ordering Party's registered office, ID No., Tax ID No. or similar information for foreign companies and bank account, and the name and signature of the representative authorised to place the order. For natural persons, an order must contain their name, personal number or date of birth, their place of permanent residence, bank account and signature. The order must also state the headline, the date of publication, the format, the type (such as a page-space-based advertisement, a classified ad, an advertising supplement) and possibly other information on the advertisement's specifications (such as the coverage unit, position, section, reference number, colour).
- c) The Ordering Party is responsible providing all the source materials, which are necessary for execution of the order, in time. VLM may notify the Ordering Party of obviously unsuitable or erroneous source materials. The Ordering Party is required to provide VLM with source materials replacing the obviously unsuitable or erroneous ones in time. If the Ordering Party delivers source materials with a delay or if the Ordering Party insists on using obviously unsuitable or erroneous source materials, the VLM will become entitled to rescind the contract during the entire period before publication of the advertisement. At the same time, VLM will become entitled to cancellation fees in accordance with the currently valid price list. The quality of print will correspond to the technical standard of the relevant periodical and the printing source materials delivered by the Ordering Party.
- d) The Ordering Party is responsible for error-free content and for making sure that the texts, images and graphic materials intended for an advertisement are in accordance with the laws. If claims are asserted by a third party, the Ordering Party will be obliged to assume the obligations arising from these claims or will be obliged to reimburse VLM for the damages incurred as a result of publication of an erroneous or legally inadmissible advertisement.

The Ordering Party is held liable for accordance of the content of the advertisement with the laws of the Czech Republic, including the laws of the European Union directly applicable in the Czech Republic (including but not limited to Act No. 40/1995 Coll., on Advertising Regulation, as amended), particularly for the accordance of i) an advertisement for a human medicinal product with the provisions of Section 5, Section 5a and Section 5b of Act No. 40/1995 Coll., on Advertising Regulation; ii) an advertisement for a dietary supplement or a foodstuff for special nutrition with the provision of Section 5d of the Advertising Regulation Act; and iii) an advertisement for a weaning formula and a follow-on formula with the provisions of Sections 5e and 5f of the Advertising Regulation Act.

If the content of an advertisement is not in accordance with the applicable laws and if any claims or sanctions are asserted against VLM by third parties (including, for the avoidance of doubt, any claims in the form of financial penalties imposed by the relevant administrative authorities), the Ordering Party will be obliged to settle such claims in full and reimburse VLM for any and all damages and costs incurred by VLM as a result of assertion of such claims by third parties.
- e) VLM will receive at their free disposal all the necessary source materials for publication of an advertisement and will not be obliged to retain these source materials or to return them to the Ordering Party.
- f) For inserted advertisements, it is necessary to deliver the advertising materials (leaflet-type or catalogue-type materials) to be inserted freely lying on a properly secured pallet with interleaves. Creams and other similar products to be inserted need to be put in boxes or similar containers. Delivered inserts must be labelled with the name and issue number of the publication, for which they are intended.
- g) Publication of a presentation of a third entity in advertising materials required a consent from VLM. If the advertising materials contain a presentation of a third entity without the consent of VLM, the order can be cancelled or the price can be raised.
- h) If a classified ad is ordered, the Ordering Party will agree, in the form of a binding written order under this article or, as the case may be, under a contract entered into with the Publisher, that the Publisher is authorised to publish the classified ad for free also in the printed issue of the Annonce newspaper, including supplements and special issues of the Annonce newspaper and the special publications of the Annonce newspaper and on the Web portal of Annonce available at www.annonce.cz and possibly on other websites. ANNONCE a.s., ID No.: 24222224, having its registered office at Václavské náměstí 802/56, 110 00 Praha-Nové Město, registered in the Companies Register administrated by the Municipal Court in Prague, Section B, File 17900, whose sole shareholder is the Publisher, is the operator of the Annonce portal and the publisher of the Annonce newspaper. Publication of advertisements in the Annonce newspaper and on the Annonce portal is governed by the business terms and conditions available at <https://www.annonce.cz/napoveda/obchodni-podminky.html>, and the Publisher is the ordering party of advertisements in the Annonce newspaper and on the Annonce portal within the meaning of the aforementioned business terms and conditions. If the Ordering Party does not agree with publication of a classified ad in the Annonce newspaper and on the Annonce portal, the Ordering Party is required to explicitly draw the Publisher's attention to this fact in the binding written order under this article or when entering into a contract with the Publisher.

3. Concluding a Contract

- a) The conclusion of a contract means the confirmation of an order by VLM (in writing directly in the order form or in another usual manner). If VLM does not confirm an order, publication of an advertisement will be considered to be the conclusion of a contract.
- b) Receipt of an order by a VLM employee cannot be deemed to be the conclusion of a contract without further required actions.
- c) In such a case, VLM is not liable for the Ordering Party's costs spent on such non-published advertisement or for any damage incurred by the Ordering Party or a third party.

In any case and at any time, VLM reserves the right to rescind a contract, if there is a reasonable assumption that publication of the advertisement would be in conflict with the interests of VLM or valid laws in terms of the advertisement's content, text, graphics or images, and to refuse to publish an advertisement, which is in conflict with the Czech Republic's laws, accepted principles of morality or otherwise harmful to the rightful interests of VLM.

At the request of VLM, the Ordering Party is obliged to present evidence that the advertisement complies with the aforementioned requirements. VLM bears no responsibility for the content and form of an advertisement.

- d)** VLM reserves the right to rescind a contract, if reasonable doubt arises about the solvency of the Ordering Party and if adequate and timely payment is not made in advance at the request of VLM.
- e)** If an order is cancelled by the Ordering Party after it is accepted by VLM, then VLM will be entitled to charge cancellation fees in accordance with the currently valid price list. In any case, cancellation of an order must be carried out by the Ordering Party in writing.

4. Terms and Conditions of Communication When Contracts Are Concluded

- a)** These principles will be applicable to the conclusion of all contracts with VLM, i.e. even to framework contracts.
- b)** VLM will only enter into a contract after all its terms and conditions and stipulations have been agreed and all the legal and factual circumstances have become known.
- c)** In particular, the possibility that one of the negotiating parties could accept an offer to enter into a contract with any change or amendment is hereby excluded because such an action is considered to be a new offer to enter into a contract.
- d)** It is also hereby excluded that a contract could be entered into through implicit acceptance of an offered contract.
- e)** Before a contract is concluded, the actions of VLM do not have the nature of a binding preliminary contract.
- f)** The conclusion of a contract must be preceded by an approval within VLM in accordance with the internal approval process, which is a condition precedent for entering into a contract. An approval issued in the internal approval process is evidenced by the signature of the company's authorised person affixed to the executed counterpart of a contract or by the issuance of a purchase order. Without proper completion of the aforementioned process, no contract is entered into and no order is issued.
- g)** On behalf of VLM, only the company's representatives or persons who have a written authorisation to do so or a written power of attorney can sign contracts and their changes.
- h)** These terms and conditions also apply to a change in a contract.
- i)** According to these terms and conditions, each of the parties to the process of negotiating a contract bears on their own the risk that the contract will not be entered into.

5. Framework Contract

- a)** If the Ordering Party intends to keep publishing advertisements of a certain scope in terms of space or number of repetitions over a certain period of time, the Ordering Party is able to enter into a framework contract with VLM, usually for a one-year term, on publication of advertisements in a previously agreed number or volume. In order for this contract to be effective, it needs to be in writing and a fixed period of time must be defined in the contract, during which the advertisements will be published in the agreed scope of space or number, and the contract must also state the related discounts, the periodical to be used and the coverage unit and possibly other stipulations.
- b)** For publication of advertisements within the agreed scope of space or number stated in a framework contract, an order always needs to be placed.
- c)** The discounts resulting from a framework contract will only be given if advertisements are published in the agreed scope of space or in the agreed number during the period of time stated in the framework contract and if the price is paid according to the valid price lists (or, as the case may be, in the agreed amount).
- d)** Under a framework contract, the Ordering Party is entitled to order publication of additional advertisements in excess of the agreed scope of space or the agreed number of advertisements.
- e)** The Ordering Party agrees that if during the fixed period of time advertisements had not been published in the agreed scope of space or in the agreed number for reasons, which are beyond the control of VLM, the Ordering Party will pay VLM the difference between the price of the agreed and the actually published scope of advertising space or number of advertisements according to the currently valid price list, based on a document duly issued by VLM.

6. Execution of an Order

- a)** Unless the date of publication of an advertisement has been explicitly agreed upon, publication of the advertisement depends on the possibilities of VLM.
- b)** Unless the position or the specific issue, in which an advertisement is to be published, has been explicitly agreed upon, publication of the advertisement depends on the possibilities of VLM.
- c)** An order for an advertisement, which is to be executed solely on a specific date, with the advertisement being published in a specific position or in a specific issue, must be communicated to VLM in time so that it can be confirmed to the Ordering Party.
- d)** VLM reserves the right to label advertisements as Advertising, Paid Advertising, Commercial Presentation, PR, Special Advertising Project, Special Project, Advertorial or Promotion. For full-page advertisements, VLM reserves the right to state this label in the space of the advertisement. In such a case, the label of the advertisement will not be deemed to be a change of the appearance of the advertisement or defect of performance.
- e)** If the Ordering Party orders an advertisement of a size, which does not correspond to the dimensions of the layout or the division of the page into columns, VLM will adjust the advertisement in the standard manner or will request the Ordering Party to make an adjustment.
- f)** If the Ordering Party orders a graphically non-processed advertisement, VLM will process such an advertisement in the standard manner. Proofreading is only provided upon explicit request from the Ordering Party. The Ordering Party is responsible for correctness and completeness of the proofs, which the Ordering Party sent back to VLM. VLM takes into account those corrections, which were communicated to VLM by a fixed deadline. VLM makes a maximum of one correction, necessitated by an error on the part of the Ordering Party; VLM may request payment for multiple corrections.
- g)** For advertisements published under a reference number, VLM is obliged to collect, forward or send the received responses with the reference number for a period of six weeks after publication of the advertisement. VLM is allowed to liquidate responses with the reference number, which arrive after this period.
- h)** VLM manages the received responses with a reference number with the care of a proper business partner.
- i)** VLM does not accept those responses with a reference number, which exceed the dimensions of C4 format (228 x 325 mm), as well as books, catalogues, parcels or goods.

7. Terms of Payment

- a)** Unless parties agree otherwise, VLM will send the Ordering Party an invoice without undue delay after publication of the advertisement, usually within 7 days of the publication. The due date of the invoice will be 14 days after the date of taxable supply.

- b)** Along with an invoice, VLM will send the Ordering Party a piece of evidence of publication of the advertisement in the form of a scan, an access to the VLM's website, or e-paper documenting the advertisement at <https://epaper.denik.cz> or in another, previously agreed form.
- c)** If the Ordering Party makes default in payment, the Ordering Party will be obliged to pay interest on late payment in the legal amount and the costs associated with recovering the invoiced amount or partial payments. In the event of default in payment, VLM may refuse to execute other orders, including orders under a framework contract, or may make its execution conditional on adequate upfront payments. In justified cases, VLM may request an upfront payment covering up to 100 % of the amount.
- d)** If the Ordering Party fails to specify the exact size of the advertisement and leaves this decision up to VLM, then the actually published size of the advertisement will be the basis for invoicing, depending on the type of the advertisement.
- e)** Discounts stated in the currently valid price list are given only for advertisements published and paid during a period of one year. This period starts on the date of publication of the first advertisement and ends on the last day of the calendar year concerned.
- f)** Only the target advertiser stated in the source material for the advertisement qualifies for a discount. In those cases where the Ordering Party (particularly an advertising and media agency) orders advertising for a third party, the related discount is calculated for each advertiser separately.
- g)** For special issues, VLM reserves the right to set other prices than the ones specified in the currently valid price list.
- h)** If an order had not been executed for reasons, which are beyond the control of VLM and the Ordering Party, and the advertisement cannot be published on an alternative date, the Ordering Party will be obliged to pay VLM only the costs, which have been provably incurred by VLM in relation to the order so far.
- i)** Any change to these General Terms of Business or the currently valid price list will be communicated by VLM to the Ordering Party, with whom VLM has entered into a framework contract pursuant to Article 5 hereof, at least one month before such changes come into effect. If VLM fails to comply with this time limit, the orders placed before the change of the General Terms of Business or the price list will be governed by the hitherto effective General Terms of Business or the hitherto valid price list for a maximum period of 3 months from the effective date of the new General Terms of Business or the new price list.
- j)** The Ordering Party acknowledges that VLM is not responsible for deviations in the size of the printed advertisement within a limit of 0.5 % of the required size, which occurred due to the technological process used in the production of the periodical.
- k)** VLM is entitled to request an upfront payment. When an upfront payment is to be made, the relevant amount must be credited to the account of VLM 4 working days before execution of the advertisement.
- l)** If the publisher's claims are not paid by the Ordering Party by the due date, the publisher will proceed in accordance with the provisions of Act No. 89/2012 Coll., the Civil Code. A customer, with whom the publisher entered into an agency agreement or another contract on brokerage for advertising, may have their agreed discounts and commissions reduced or even cancelled.
- m)** VLM reserves the right to set contractual prices of advertising.
- n)** All the prices stated in the advertising price list are excluding VAT. The VAT rate is governed by the valid law of the Czech Republic.

8. Complaint; Alternative Performance

- a)** If an advertisement is published incorrectly in whole or in part, the Ordering Party will be entitled to a discount or, if the Ordering Party reaches an agreement with VLM to that effect, the Ordering Party will be entitled to free publication of a substitute advertisement, but only to the extent to which the impact of the advertisement was reduced. If VLM fails to publish a substitute advertisement by the agreed deadline or if the substitute advertisement is published with a defect once again, the Ordering Party will be entitled to a discount or to rescind the contract.
- b)** When advertisements are published repeatedly, the Ordering Party is obliged to check its correctness and completeness immediately after each publication. VLM will not recognise a claim to free publication of a substitute advertisement, if the same defect had appeared in the repeated publications, without this defect having been reported to VLM immediately after prior notice.
- c)** It is only possible to file a complaint about an advertisement within 15 working days after publication of the advertisement. Compensation based on a justified complaint can only be provided in the magazine, daily newspaper, area or region where the complaint was filed.
- d)** If the Ordering Party fails to file a complaint within the aforementioned time limit, the Ordering Party loses the option to file a complaint.
- e)** A complaint about a failure to delivery evidentiary copies can be filed within 8 working days after the advertisement was published.
- f)** If defects occur through the fault of the Ordering Party in the process of typesetting, printing or inserting, which were not clearly recognisable when the order was accepted, the Ordering Party will not be entitled to any discount or free publication of a substitute advertisement.
- g)** VLM is entitled to modify the source materials for publication of an advertisement so that they are in accordance with the technical specifications for delivery of source materials, which form a part of the current price list, even without the prior consent of the Ordering Party. The right to file a complaint does not extend to the differences between the delivered source materials and the published advertisement, which resulted from such modification.
- h)** The Ordering Party acknowledges that VLM is entitled to set and change the printed circulation of the periodicals published by VLM. If the printed circulation decreases or increases as compared to its expected level, this fact will not be deemed to be a defect of performance and will not be a basis for a complaint, even if due to the delivered number of advertising supplements it will not be possible to insert them in all the printed copies or to use all the delivered advertising supplements for insertion.
- i)** In the event of force majeure, VLM is free of the responsibility for fulfilment of obligations and providing compensation for incurred damages.

9. Data Protection

The Ordering Party and VLM agree to protect all the information and personal data, which they will be providing to each other in connection with the execution of orders, from misuse.

10. Out-of-court Settlement of Disputes

- a)** The Ordering Party that enters into a contract with VLM is entitled to out-of-court settlement of a dispute arising from such a contract.
- b)** The prerequisite for out-of-court settlement of a dispute is that the effort to settle the dispute directly between the parties was unsuccessful.
- c)** The Ordering Party is entitled to contact the Czech Trade Inspection Authority, having its registered office in Prague 2, Štěpánská 567/15, www.adr.coi.cz, with a petition for commencement of out-of-court settlement of a consumer dispute with VLM, containing the required particulars stated in Section 20n of Act No. 634/1992 Coll., the Consumer Protection Act, and is entitled to do so no later than within 6 months of the date, on which the Ordering Party asserted their right, which is the subject matter of the dispute, against VLM for the first time.
- d)** No fee is charged for out-of-court settlement of a dispute. The costs associated with out-of-court settlement of a dispute are borne by each party on their own.

The up-to-date versions of the General Terms of Business and the valid price list are always available on the website at www.vlmedia.cz.