TV Nova s.r.o.

GENERAL TERMS AND CONDITIONS OF PROMOTION ON TV CHANNELS NOVA AND ON TV CHANNELS OF OTHER PROVIDERS

October 23, 2026

PREAMBLE

These General Terms and Conditions represent the general terms and conditions concerning the procurement of the broadcasting of a Promotion on TV Channels NOVA and on TV Channels of Other Providers by the Provider and shall apply to all Advertisers purchasing a Promotion on TV Channels NOVA and on TV Channels of Other Providers.

These General Terms and Conditions shall enter into effect on October 23, 2026 and shall substitute any and all previous general terms and conditions regulating the broadcasting of the Promotion on TV Channels NOVA.

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PART 1
DEFINITIONS

1.1 For the purposes of these General Terms and Conditions, the below terms shall have the following meaning:

"**Act on Consumer Protection**" shall mean Act No. 634/1992 Coll., on the Protection of Consumer, as amended;
"**Act on Operation of Radio and Television Broadcasting**" shall mean Act No. 231/2001 Coll., on the Operation of Radio and Television Broadcasting and on amendment to certain acts, as amended;
"**Act on Regulation of Advertising**" shall mean Act No. 40/1995 Coll., on the Regulation of Advertising, as amended;
"**Advertisement**" shall mean (i) a Promotion or (ii) an Internet Advertisement;
"**Advertiser**" shall mean a natural or legal person that purchases a Promotion from the Provider and enters into the relevant contractual documentation with the Provider for these purposes;
"**Advertising Break**" shall mean a part of the broadcasting of TV Channels NOVA determined for the broadcasting of Advertising Spots that is separate from the other broadcasting in accordance with applicable laws, in particular, with the Act on Operation of Radio and Television Broadcasting;
"**Advertising Campaign**" shall mean the broadcasting of Advertising Spots in the volume set forth in the Specific Order;
"**Advertising Spot**" shall mean an audiovisual or (as the case may be) visual announcement, display or other presentation determined for the support of business activities, in particular, support of the consumption or sale of goods, housing, the lease or sale of real estate, the sale or exercise of rights or obligations, and support for providing services;
"**Agency**" shall mean a natural or legal person that purchases a Promotion from the Provider for a Client and enters into the relevant contractual documentation with the Provider for these purposes;
"**Binding Allocation**" shall have the meaning ascribed to it in Article 2.1 hereof;
"**Binding Order**" shall mean an irrevocable order, whereby the Advertiser purchases and undertakes an obligation to place, by means of one or more Specific Orders or Product Placement Orders, the Advertisement in a specified Partial Order Volume and on specified Media Channels during the Relevant Period and which shall be in all substantial features identical to the template which is for such purpose provided to the Advertiser by the Provider;
"**Binding Specification**" shall mean a proposal on the placement of the Advertising Spots which shall be in all substantial features identical to the template which is for such purpose provided to the Advertiser by the Provider;
"**Binding Sponsorship Order**" shall mean an irrevocable order of Sponsorship Spots made pursuant to these General Terms and Conditions, which, upon conclusion, shall set forth the basic conditions for the placement of a Partial Order Volume, or any part thereof corresponding to the purchased volume of Sponsorship Spots, on the given TV Channels NOVA;
"**Booking Period**" shall mean a period during which Specific Orders may be executed for the placement of Spots purchased by means of one or more Binding Orders. The Booking Period shall commence with the publication of the broadcasting programme ("Nova Group Programme") for the next calendar month no later than thirteen (13) days prior to the start of the calendar month for which the Specific Order is being made and shall terminate five (5) working days prior to the day of the broadcasting of the relevant Spots. From the moment the Client Portal is launched, individual Booking Periods begin and end on the dates published by the Provider on the Client Portal;
"**Business Corporations Act**" shall mean Act No. 90/2012 Coll., on Business Companies and Cooperatives (Business Corporations Act), as amended;
"**Cancellation Fee**" shall mean the compensation for the broadcasting time or capacity for Product Placement reserved by the Provider;
"**Civil Code**" shall mean Act No. 89/2012 Coll., the Civil Code, as amended;
"**Client**" shall mean a natural or legal person for whose presentation or for promotion of whose products and/or services Binding Orders or Specific Orders are entered into between the Provider and the Advertiser; Binding Orders or Specific Orders may be also entered into for presentation of another

member of the Client's Group or for promotion of such person's products and/or services and the term Client shall then include also such person. The Client may be the Advertiser or a person other than the Advertiser. In the event that the Client is a person different from the Advertiser, then the Advertiser is obliged to provide the Provider with the draft of a Binding Order or Specific Order and an authorization to their conclusion, which shall be in all substantial respects identical with the template which is for such purpose provided to the Advertiser by the Provider;

"**Client Portal**" shall mean an electronic tool made available by the Provider, which enables the Advertisers the delivery of the Binding Specification to the Provider, referred to as the Client Portal or by any other name specified by the Provider. The Provider may grant the Advertiser access to the Client Portal upon the Advertiser's request, which must include a list of persons authorized by the Advertiser who are to have access to the Client Portal, comprising, in addition to the identification of the authorized person, in particular the email address and telephone number of each of the Advertiser's authorized persons, on the basis of which that authorized person will access the Client Portal. The Advertiser is responsible for ensuring the list remains up to date and for any misuse of the Client Portal using the access details of a person on the list. The Advertiser is obliged to keep the list up to date and to have out-of-date information removed from the list without undue delay. The Advertiser is entitled to request that the Provider extend the list to include further persons. The format of the list, including the addition of further persons to the list or the limitation of the total number of persons on the list, is entirely at the Provider's discretion. The Provider shall inform the Advertiser of the launch date of the Client Portal at least thirty (30) days prior to its launch;

"**Confidential Information**" shall have the meaning ascribed to it in Article 6.14 hereof;

"**Copyright Act**" shall mean Act No. 121/2000 Coll., the Copyright Act, as amended;

"**Current Order Volume**" shall mean the sum of all Partial Order Volumes purchased so far by the Advertiser by means of multiple Binding Orders concluded for the same Relevant Period and for the purposes of promoting one Advertiser or its individual Client. The Current Order Volume shall always be calculated as of the date of the execution of the Binding Order currently being concluded, including the Partial Order Volume purchased by means of such Binding Order;

"**Day of Filming**" shall have the meaning ascribed to it in Article 5.1 hereof;

"**Extensive Modification**" shall have the meaning ascribed to it in Article 2.20 hereof;

"**General Terms and Conditions**" shall mean these General Terms and Conditions of Promotion on TV Channels NOVA and on TV Channels of Other Providers;

"**Group**" shall mean in relation to the Client any person controlled by, controlling or under common control with the Client on the basis of direct or indirect possession of more than 50% of the voting rights or shareholding interests of such person or on the basis of direct or indirect possession of the power to direct or cause the direction of the management and policies of such person by contract or otherwise;

"**Inappropriate Placement**" shall have the meaning ascribed to it in Article 5.6 hereof;

"**Inappropriate Spot**" shall have the meaning ascribed to it in Article 4.11 hereof;

"**INTERGRAM**" shall mean INTERGRAM, z.s., ID No. 00537772, with its registered seat at Klimentská 1207/10, Nové Město, 110 00 Prague 1, registered with the Register of Associations maintained by the City Court in Prague, Section L, Insert No. 248;

"**Internet Advertisement**" shall have the meaning ascribed to it in the General Terms and Conditions of the Internet Advertisement issued by the Provider for the period from October 23, 2026;

"**Legal Regulations on Artificial Intelligence**" shall mean the applicable legal regulations regulating the artificial intelligence, including legal regulations of the European Union and the implementing regulations, in particular Regulation (EU) 2024/1689 of the European Parliament and of the Council, the so-called Artificial Intelligence Act, and related legal regulations, including Czech adaptation regulations;

"**Legal Regulations on Political Advertising**" shall mean the applicable legal regulations regulating the transparency and targeting of political advertising, including legal regulations of the European Union and the implementing regulations, in particular Regulation (EU) No 2024/900 of the European Parliament and of the Council on the transparency and targeting of political advertising, Act No. 234/2025 Coll., on election campaigns and on the transparency and targeting of political advertising, Commission Implementing Regulation (EU) 2025/1410 on the format, template and technical specifications of the labels and transparency notices of political advertisements, and related legal regulations, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR);

"**Manner of Product Placement**" shall have the meaning ascribed to it in Article 2.3 hereof;

"**Media Channels**" shall mean TV Channels NOVA, Servers or other media channels which the Provider may designate as such in the future;

"**Nova.cz TVC**" shall mean moving image sequences with or without sound, the content, form and function of which form an independent unit, and which are made accessible to the public in a linear or non-linear regime by the Provider through an internet server at the website (URL): https://nova.cz/, provided that Official Data is available for such sequences;

"**Official Data**" shall mean the official data concerning TV viewer ratings in the Czech Republic obtained on the basis of people meter measurements carried out by the entity so authorized under the corresponding agreement concluded with (i) the Association of Television Organizations (in Czech: "*Asociace televizních organizací*"), or (ii) another similar organization which carries out people meter measurement. If multiple entities are authorized pursuant to (i) and (ii) above, the official data on TV viewer ratings in the Czech Republic obtained on the basis of people meter measurement carried out by the authorized entity designated by the Provider shall be deemed decisive;

"**Order Cancellation**" shall have the meaning ascribed to it in Article 2.27 hereof;

"**Order Volume**" shall mean the total volume of Advertisement expressed in monetary amounts, without VAT and after deduction of all discounts and bonuses (net net volume), purchased by the Advertiser on all Media Channels by means of one or more Binding Orders for the purpose of the promotion of one Advertiser or its individual Client, for placement during the same Relevant Period;

"**OSA**" shall mean OSA, z.s., ID No. 63839997, with its registered seat at Čs. armády 786/20, Bubeneč, 160 00 Prague 6, registered with the Register of Associations maintained by the City Court in Prague, Section L, Insert No. 7277;

"**Other Media Channels**" shall mean (i) TV NOVA SPORT, (ii) the Servers, (iii) Sponsorship on the Media Channels, (iv) Product Placement in a Program on TV Channels NOVA, (v) VOD Service, or (vi) other media channels which the Provider may designate as such in the future;

"**Partial Order Volume**" shall mean a part of the Order Volume purchased by the Advertiser by means of one Binding Order;

"**Political Advertising**" shall mean political advertising within the meaning of the Legal Regulations on Political Advertising;

"**Price of Advertising Spots**" shall mean the price for the broadcasting of the Advertising Spots;

"**Price of Product Placement**" shall mean the price for the Product Placement;

"**Price of Sponsorship Contributions**" shall mean the value of the Sponsorship Contributions provided;

"**Pricing Terms and Conditions**" shall mean the Pricing Terms and Conditions of Promotion on TV Channels NOVA stipulating, *inter alia*, the manner of determining the price for the broadcasting of Spots on TV Channels NOVA and for Product Placement in a Program on TV Channels NOVA issued by the Provider for the period from October 23, 2026;

"**Product**" shall mean a product, service, or trademark tied to a product or service, provided by the Advertiser for the purpose of its placement in a Program, including possible use by the performing artists involved in connection with acting out the Program Script;

"**Product Placement**" shall mean any form of incorporating the Product or a reference to the Product in the Program for payment or similar consideration in accordance with Sections 2 and 53a of the Act on Operation of Radio and Television Broadcasting;

"**Product Placement Order**" shall mean an irrevocable order which shall be in all substantial features identical to the template which is for such purpose provided to the Advertiser by the Provider, executed in accordance with these General Terms and Conditions, which, upon its conclusion, shall set forth the conditions of a specific Product Placement;

"**Program**" shall mean a sequence of moving pictures with or without sound, the content, form and function of which form a closed unit of television broadcasting and represents a separate item of television broadcasting, produced by or for the Provider for the purpose of the broadcasting thereof on TV Channels NOVA or VOD Service, containing, *inter alia*, a Product Placement and an audiovisual, or solely visual, indication whereby the Provider, in accordance with Section 53a of the Act on Operation of Radio and Television Broadcasting, informs the viewer of the Product Placement in such sequence;

"**Promotion**" shall mean (i) the broadcasting of Advertising Spots, Sponsorship Spots or Teleshopping Spots on TV Channels NOVA, (ii) Product Placement in a Program on TV Channels NOVA, or (iii) other forms of promotion on TV Channels NOVA determined by the Provider. For the purposes of Part 7 of these General Terms and Conditions the Promotion

includes also broadcasting of Advertising Spots or other forms of promotion on TV Channels of Other Providers;
"**Promotion Price**" shall mean (i) the Price of Advertising Spots, (ii) the Price of Sponsorship Contributions, and (iii) the Price of Product Placement;
"**Provider**" shall mean TV Nova s.r.o., ID No. 45800456, with its registered seat at Prague 5, Křiženeckého nám. 1078/5, Postal Code 152 00, registered with the Commercial Register maintained by the City Court in Prague, Section C, Insert No. 10581;
"**Purpose**" shall have the meaning ascribed to it in Article 5.2 hereof;
"**Relevant Period**" shall mean (i) the calendar year 2027, or, as the case may be, (ii) the period from October 23, 2026 till the end of the calendar year 2028 or any other period of consecutive calendar months during the period from October 23, 2026 till December 31, 2026 and the calendar years 2027 and 2028, if so stated by the Provider and the Advertiser in the relevant Binding Order;
"**Relevant Persons**" shall mean (i) the Advertiser, (ii) a member of the Advertiser's group, which, in relation to the Advertiser, shall mean any person controlled by, controlling, or under common control with the Advertiser on the basis of direct or indirect possession of more than 50% of the voting rights or shareholding interests of such person or on the basis of direct or indirect possession of the power to direct or cause the direction of the management and policies of such person by contract or otherwise, (iii) the Client or (iv) a member of the Client's Group, including the beneficial owners of any of the persons referred to in (i) to (iv);
"**Reservation Period**" shall have the meaning ascribed to it in Article 2.17 hereof;
"**SAC Order Cancellation**" shall have the meaning ascribed to it in Article 3.5 hereof;
"**Script**" shall mean a literary work intended to be acted out for the purpose of creating a Program;
"**Servers**" shall have the meaning ascribed to it in the General Terms and Conditions of Internet Advertisement issued by the Provider for the period from October 23, 2026;
"**Special Advertising Campaign**" shall have the meaning ascribed to it in Article 3.1 hereof;
"**Special Advertising Campaign Binding Order**" shall mean an irrevocable order made pursuant to these General Terms and Conditions, which, upon conclusion, shall set forth the basic conditions for the placement of a Partial Order Volume, or any part thereof, on the given TV Channels NOVA in the form of a Special Advertising Campaign prepared by the Provider so that it meets the special requirements of the relevant Advertiser;
"**Specific Order**" shall mean an irrevocable order, which shall be in all substantial features identical to the template which is for such purpose provided to the Advertiser by the Provider, executed in compliance with these General Terms and Conditions by means of which the Advertiser, during the Relevant Period, places the Promotion purchased by means of one or more Binding Orders on TV Channels NOVA;
"**Sponsorship**" shall mean the provision of a Sponsorship Contribution;
"**Sponsorship Contribution**" shall mean a contribution provided as direct or indirect financing of TV Channels NOVA or TV programs on TV Channels NOVA with the aim to promote the name, business name or services, products or other performances of an individual or a legal entity, as defined by the Act on Operation of Radio and Television Broadcasting;
"**Sponsorship Contributions Price List**" shall mean a price list stipulating, in particular, the Price of Sponsorship Contribution provided for the financing of a particular program of the Provider. The Sponsorship Contributions Price List shall be issued by the Provider and a current version thereof shall be available at the Provider's registered office and on the Provider's website;
"**Sponsorship Spot**" shall mean an audiovisual or (as the case may be) visual sponsorship message by means of which the Provider, in compliance with Section 53 of the Act on Operation of Radio and Television Broadcasting, informs a viewer about a sponsored program;
"**Spot**" shall mean (i) an Advertising Spot, (ii) a Sponsorship Spot or (iii) a Teleshopping Spot;
"**Spots Broadcasting Schedule**" shall mean a list provided and signed by the Advertiser, containing, in particular, the name of the Advertiser, monitoring code, indication of the Spot and its footage and the date when the Spot is to be broadcasted;
"**Technical Terms and Conditions**" shall mean the Technical Terms and Conditions of Advertisement stipulating, *inter alia*, basic technical requirements for the takeover of carriers containing the Spots and broadcasting of Spots in the television broadcasting of TV Channels NOVA;
"**Teleshopping Spot**" shall mean an audiovisual or only visually processed direct offer of goods, including immovable assets, rights and obligations or services, set for broadcasting on TV Channels NOVA;
"**TV Channels NOVA**" shall mean TV Rating Channels and TV NOVA SPORT;
"**TV Channels of Other Providers**" shall mean TV MARKÍZA INTERNATIONAL and other TV channels operated by other providers than the Provider, which the Provider may designate as such in the future. The Provider may remove any of the TV Channels of Other Providers from the list at any time in the future, and it will inform the Advertisers thereof by appropriate means;
"**TV MARKÍZA INTERNATIONAL**" shall mean a television broadcast of the TV MARKÍZA INTERNATIONAL program in the Czech Republic operated by the company MARKÍZA - SLOVAKIA, spol. s r.o., with its seat at Bratislavská 1/a, Bratislava - Záhorská Bystrica 843 56, ID No: 31 444 873, registered in the Commercial Register of Municipal Court in Bratislava III, Section Sro, Entry: 12330/B;
"**TV NOVA**" shall mean a television broadcast of the Nova program in the Czech Republic operated by the Provider;
"**TV NOVA ACTION**" shall mean a television broadcast of the Nova Action program (or a broadcast of this program under a new name) in the Czech Republic operated by the Provider;
"**TV NOVA CINEMA**" shall mean a television broadcast of the Nova Cinema program (or a broadcast of this program under a new name) in the Czech Republic operated by the Provider;
"**TV NOVA FUN**" shall mean a television broadcast of the Nova Fun program (or a broadcast of this program under a new name) in the Czech Republic operated by the Provider;
"**TV NOVA KRIMI**" shall mean a television broadcast of the Nova Krimi program (or a broadcast of this program under another name) in the Czech Republic operated by the Provider;
"**TV NOVA LADY**" shall mean a television broadcast of the Nova Lady program (or a broadcast of this program under a new name) in the Czech Republic operated by the Provider;
"**TV NOVA SPORT**" shall mean TV NOVA SPORT 1, TV NOVA SPORT 2, TV NOVA SPORT 3, TV NOVA SPORT 4, TV NOVA SPORT 5, TV NOVA SPORT 6, and other channels the Provider may designate as such in the future or either of these channels;
"**TV NOVA SPORT 1**" shall mean a television broadcast of the Nova sport 1 program (or a broadcast of this program under a new name) in the Czech Republic and Slovak Republic operated by the Provider;
"**TV NOVA SPORT 2**" shall mean a television broadcast of the Nova sport 2 program (or a broadcast of this program under a new name) in the Czech Republic and Slovak Republic operated by the Provider;
"**TV NOVA SPORT 3**" shall mean a television broadcast of the Nova sport 3 program (or a broadcast of this program under a new name) in the Czech Republic operated by the Provider;
"**TV NOVA SPORT 4**" shall mean a television broadcast of the Nova sport 4 program (or a broadcast of this program under a new name) in the Czech Republic operated by the Provider;
"**TV NOVA SPORT 5**" shall mean a television broadcast of the Nova sport 5 program (or a broadcast of this program under a new name) in the Czech Republic operated by the Provider;
"**TV NOVA SPORT 6**" shall mean a television broadcast of the Nova sport 6 program (or a broadcast of this program under a new name) in the Czech Republic and Slovak Republic operated by the Provider;
"**TV NOVA SPORT Binding Order**" shall mean an irrevocable order, whereby the Advertiser purchases and undertakes an obligation to place during the Relevant Period, by means of one or more Specific Orders or Product Placement Orders, Promotion exclusively on TV NOVA SPORT and which shall be in all substantial features identical to the template which is for such purpose provided to the Advertiser by the Provider;
"**TV Rating Channels**" shall mean TV NOVA, TV NOVA CINEMA, TV NOVA ACTION, TV NOVA FUN, TV NOVA KRIMI, TV NOVA LADY, Nova.cz TVC or other media channels which the Provider may designate as such in the future. The Provider may remove any of the TV Rating Channels from the list at any time in the future, and it will inform the Advertisers thereof by appropriate means;
"**Visualization**" shall mean a graphic presentation of a Sponsorship Spot, containing all audio recordings and texts used in the Sponsorship Spot, which provides a complex overview of the content and execution of the Sponsorship Spot; and
"**VOD Service**" shall mean a service of supply of digital content, in particular in the form of an on-demand audiovisual media service, under the name Oneplay or any other name specified by the Provider.

PART 2
GENERAL METHOD OF PURCHASING PROMOTION ON TV CHANNELS NOVA

A. Purchase of Promotion by means of Binding Orders and Placement thereof on TV Channels NOVA

2.1 Unless otherwise stipulated by these General Terms and Conditions, the Advertisers shall purchase the Promotion on the relevant TV Channels

NOVA by means of individual Binding Orders, which shall determine, in particular, the Partial Order Volume, including the allocation of parts thereof among Other Media Channels (hereinafter referred to as the "**Binding Allocation**"), the Current Order Volume and the Relevant Period for which the Binding Order is being executed. One Binding Order may be executed for the purchase of the Promotion of one Advertiser or Client. In the event that the Provider and the Advertiser stipulate in the relevant Binding Order a Relevant Period that differs from the Relevant Period stated in any other Binding Orders entered into between the Provider and the Advertiser for the Promotion of the same Advertiser or Client, the Relevant Period stipulated therein shall apply to such Binding Order, regardless of the other Binding Orders with different Relevant Periods.

2.2 The Binding Order shall be deemed executed upon signature by the Provider and the Advertiser and further it shall be deemed executed in case the Advertiser confirms by email to the Provider the acceptance of the Binding Order proposal received from the Provider. In such case the Advertiser shall deliver the duly signed Binding Order to the Provider without undue delay, whereby a paper original of the Binding Order bearing the handwritten signatures of the authorized persons is deemed to be the duly signed Binding Order.

2.3 The Partial Order Volume shall be placed on TV Channels NOVA by means of one or more Specific Orders, while the volume of Advertising Spots expressed as prices excluding VAT and with all discounts and bonuses being deducted (net net volume) placed on Nova.cz TVC will not exceed 1% of the Order Volume. In the event that the Advertiser purchased a Promotion as a Product Placement by means of a Binding Order, the Partial Order Volume or a part thereof corresponding to the Product Placement shall be placed by means of one or more Product Placement Orders, which determine, in particular, the Product, Price of Product Placement, form and manner of Product presentation, the expected number of Program episodes with the Product Placement, including the time period in which the Program is to be broadcasted (hereinafter referred to as the "**Manner of Product Placement**"), whereas the Advertiser shall negotiate each such Product Placement Order with the Provider with respect to the specific need to use the Product in the Program in connection with acting out the Program Script.

2.4 The obligation to execute the Binding Order shall not apply to the Advertiser who in the given Relevant Period purchases exclusively (i) a placement of the Promotion on TV NOVA SPORT, (ii) Sponsorship on TV Channels NOVA, (iii) Promotion in the form of Special Advertising Campaign or (iv) a Product Placement in a Program on TV Channels NOVA. In such cases, the Advertiser may, instead of the Binding Order, execute only the TV NOVA SPORT Binding Order, Special Advertising Campaign Binding Order or Specific Order (in the case referred to in (i) above), the Binding Sponsorship Order (in the case referred to in (ii) above), or the Product Placement Order (in the case referred to in (iv) above), whereas if these General Terms and Conditions or any other contractual documentation executed in writing between the Provider and the Advertiser in connection with procuring the broadcasting of the Promotion stipulates any rights or obligations in relation to the Binding Order, then such TV NOVA SPORT Binding Order, Specific Order, Binding Sponsorship Order, Special Advertising Campaign Binding Order or Product Placement Order shall, for the purposes of procuring the broadcasting of such Advertiser's Promotion, be deemed the Binding Order, except, however, for any and all provisions of the relevant documentation regulating the provision of the discount on the Promotion Price in connection with the direct execution of the Binding Order.

2.5 The Provider shall be entitled to cancel the already concluded Binding Order, Specific Order, TV NOVA SPORT Binding Order, Binding Sponsorship Order or Product Placement Order in entirety or partially, in the event that the Office for the Protection of Competition, the Council for Radio and Television Broadcasting or any other duly empowered public authority commences or has commenced proceedings or an investigation following the execution of the relevant Binding Order, Specific Order, TV NOVA SPORT Binding Order, Binding Sponsorship Order or Product Placement Order that (i) is aimed at prohibiting an activity which the Provider is bound to perform under such Binding Order, Specific Order, TV NOVA SPORT Binding Order, Binding Sponsorship Order or Product Placement Order; and/or (ii) could, in the reasonable opinion of the Provider, cause harm to or be to the detriment of the Provider if the Provider continued performing activities pursuant to the relevant Binding Order, Specific Order, TV NOVA SPORT Binding Order, Binding Sponsorship Order or Product Placement Order.

2.6 The obligation to execute the Binding Order shall not apply to the Advertiser who purchases a placement of a Promotion in respect of a time period not exceeding three (3) calendar months provided that both the Advertiser and the Provider agree on this for efficiency reasons. In such cases, the Advertiser may, instead of the Binding Order, execute only the respective Specific Order, whereas if these General Terms and Conditions or any other contractual documentation executed in writing between the Provider and the Advertiser in connection with procuring the broadcasting of the Promotion stipulates any rights or obligations in relation to the Binding Order, then such Specific Order shall, for the purposes of procuring the broadcasting of such Advertiser's Promotion, be deemed the Binding Order, except, however, for any and all provisions of the relevant documentation regulating the provision of the discount on the Promotion Price in connection with the direct execution of the Binding Order.

B. Promotion Price and Terms of Payment

2.7 The Promotion Price shall be determined and paid pursuant to (i) these General Terms and Conditions and Pricing Terms and Conditions, valid as of the day of conclusion of the Binding Order; (ii) the relevant Sponsorship Contributions Price List valid as of the day of conclusion of the Specific Order; and (iii) other potential written contractual arrangements concluded between the Provider and the Advertiser.

2.8 The Advertiser shall become obliged to pay the Promotion Price to the Provider at the moment of broadcasting of the Promotion. The moment of broadcasting of the Promotion shall be deemed as the moment:

(a) when the Promotion is broadcasted by the Provider on the relevant TV Channel NOVA; or

(b) when the Promotion should have been broadcasted by the Provider on the relevant TV Channel NOVA, but was not broadcasted for reasons on the part of the Advertiser.

2.9 Unless otherwise stipulated below, the Promotion Price shall be due pursuant to the invoices issued by the Provider on a monthly basis retrospectively. The applicable amount of VAT shall also be included in the invoices. The last day of the calendar month for which the invoice is being issued shall be deemed the date of the taxable supply within the meaning of Act No. 235/2004 Coll., on Value Added Tax, as amended. The Promotion Price shall be paid by the Advertiser within forty (40) days following the date of the issuance of the invoice, whereas the payment shall be deemed settled upon the entire amount of the Promotion Price being credited to the Provider's bank account. In the event that the Advertiser and the Provider agree in a Specific Order or another document in writing on a prolonged maturity of sixty (60) days following the date of the issuance of the invoice, the Promotion Price shall be increased by 2%.

2.10 In the event that the Advertiser is in default with the payment of the Promotion Price, or with the fulfillment of any other financial obligation towards the Provider, the Provider shall be entitled:

(a) to claim a contractual penalty from the Advertiser in the amount of 0.1% of the outstanding amount for each day of the Advertiser's default in payment of such financial obligation; and

(b) not to broadcast any Promotion purchased by the Advertiser until all outstanding amounts have been paid by the Advertiser.

2.11 Notwithstanding Article 2.9 hereof, the Provider shall be entitled to require payment of 100% of the Promotion Price at least five (5) days before the broadcasting of the Promotion in the following cases:

(a) the Advertiser has never invested in television advertising in the Czech Republic or has not invested, within its spending concerning the television advertising market, in the TV Channels NOVA within the period of eighteen (18) months preceding the execution of the Binding Order;

(b) the Advertiser is in default with a fulfillment of any financial obligation towards the Provider;

(c) if the Advertiser or any third person files an insolvency petition concerning the Advertiser; or

(d) if the Advertiser or any third person takes any steps towards a suspension of the Advertiser's payments, a declaration of a moratorium, the dissolution of the Advertiser, the Advertiser ceasing to exist and/or the appointment of a liquidator of the Advertiser.

2.12 In the event that the Advertiser stipulated in Article 2.11(a) hereof duly fulfills all of its obligations towards the Provider arising on the basis of three (3) Specific Orders concluded for the period of three (3) different calendar months, the Advertiser shall be entitled to propose to the

Provider a future payment of the Promotion Price on the basis of invoices issued pursuant to Article 2.9 hereof. In justified cases the Provider is entitled to propose to the Advertiser referred to in Article 2.11(a) hereof the payment of the future Promotion Price or any part thereof on the basis of invoices issued in the manner stipulated in Article 2.9 hereof, even if the Advertiser has not yet fulfilled the condition stipulated in the previous sentence of this Article 2.12.

2.13 Should any entitlement to a contractual penalty arise for the Provider in connection with the procurement of broadcasting the Promotion, such contractual penalty shall be payable within the term specified in the Provider's notice and if not specified then within forty (40) days following the dispatch of the notice, unless otherwise stipulated herein.

2.14 Unless expressly stipulated otherwise in the relevant contractual documentation, all prices, other financial considerations and data expressed in financial amounts shall not include the applicable VAT. Should any fulfillment be subject to VAT, the applicable VAT determined in accordance with the applicable legal regulations shall be charged to the Advertiser along with such fulfillment.

2.15 In the event that an Agency participates in a tender for representation of a potential Client, the Provider shall send the Agency upon its request a price calculation concerning the price for the procurement of broadcasting of the given Client's promotion within five (5) working days from the receipt of the Agency's request and any relevant documents evidencing the Agency's participation in the tender, if requested by the Provider. In the event that the Agency is subsequently awarded the tender, the Binding Order or Specific Order in relation to such Client shall be entered into between the Provider and the Agency under conditions that do not substantially differ from the conditions set forth in the relevant price calculation, unless the characteristics of the Promotion purchased differ from those set out in the tender. In the event that the tender for representation of a potential Client is awarded to an Agency that did not request the Provider to send a price calculation in relation to the relevant Client, the Binding Order or Specific Order in relation to such Client shall be entered into between the Provider and the Agency under conditions that do not substantially differ from the conditions set forth in the relevant price calculation made by the Provider and sent to any other Agency in connection with the tender for representation of the given Client, unless the characteristics of the Promotion purchased differ from those set out in the tender.

2.16 The Provider shall always prepare the price calculation under Article 2.15 hereof so that it corresponds and complies with these General Terms and Conditions, the Pricing Terms and Conditions, the relevant Sponsorship Contributions Price List or other applicable price lists valid as of the day of creation of the relevant price calculation. The Provider's obligation to send the calculation to the Agency will be fulfilled by the sending of one (1) or, if deemed appropriate by the Provider, more general price benchmarks for the tender in question; the format as well as the level of detail of the calculation will be solely at the Provider's discretion. The Provider shall send the price calculation under Article 2.15 hereof to all Agencies that, based on the information available to the Provider, are duly participating in the relevant tender announced by the given Client and are authorized by the Client in this regard to request that the Provider send a price calculation. For the avoidance of doubt, if an Agency fails to prove to the Provider that it is taking part in a tender for the representation of a potential Client, the Provider is not obliged to provide any price calculation to such Agency. The Provider may decide not to provide any price calculations to the Agencies under Article 2.15 hereof due to a planned change in the sales policy for the future; the Provider will inform the Agencies thereof by appropriate means.

C. Specific Terms and Conditions for Placement of Advertising Spots on TV Channels NOVA

2.17 Following the commencement of the Booking Period, the Advertiser shall produce the Binding Specification and deliver it to the Provider. From the moment the Client Portal is launched, the Advertiser shall submit the Binding Specification relating to the placement of Advertising Spots on TV Rating Channels to the Provider exclusively via the Client Portal; Binding Specifications delivered by any means other than via the Client Portal shall not be taken into account, unless the Provider decides otherwise due to the Client Portal being out of service or for other reasons at its discretion; a Binding Specification is delivered via the Client Portal upon its confirmation by the Advertiser within the relevant Booking Period. The Provider shall then prepare a draft Specific Order, reflecting the Advertiser's Binding Specification, and send it to the Advertiser. In the event that the Advertiser delivers to the Provider more than one Binding Specification for broadcasting of the same Spot, then the Provider shall be entitled to include all of the Binding Specifications into a single draft Specific Order. Upon sending such draft of the Specific Order to the Advertiser, the reservation period (hereinafter referred to as the "**Reservation Period**") shall commence. The Reservation Period shall mean a period of ten (10) working days during which the Provider undertakes not to revoke the produced draft Specific Order although the draft Specific Order is not confirmed by the Advertiser's signature or by email. Should the Specific Order be concluded within the course of the Reservation Period, the Reservation Period shall terminate even prior to the lapse of the abovementioned period. If the Advertiser delivers the Binding Specification within the meaning of this Article 2.17 within a period exceeding ten (10) working days after the commencement of the Booking Period and the Provider chooses to accept it, then the Provider shall charge the Advertiser a surcharge of 10% of the Promotion Price.

2.18 The Provider is entitled to make changes to the Binding Specification by sending a new draft Specific Order to the Advertiser during the course of the Reservation Period. The Advertiser shall be entitled to make changes to the Binding Specification during the course of the Reservation Period in accordance with Articles 2.19 and 2.20 hereof. Any such change shall be reflected by the Provider in a modified draft Specific Order under the below specified conditions.

2.19 The Provider shall reflect the changes to the Binding Specification by producing a new draft Specific Order, provided that such changes:

(a) are in compliance with the current offer and available capacity of Advertising Breaks;

(b) do not represent more than a 5% decrease of the Price of Advertising Spots compared to the latest draft Specific Order produced by the Provider; and

(c) do not represent a repeated decrease of the Price of Advertising Spots during the same Reservation Period.

2.20 In the event that the Advertiser makes changes to the Binding Specification above the limits stipulated in Articles 2.19(b) and 2.19(c) hereof (hereinafter referred to as the "**Extensive Modification**"), the Provider shall reflect the Extensive Modification of the Binding Specification in a newly prepared draft Specific Order under the condition that the Advertiser shall pay the Provider a Cancellation Fee in the amount of 40% of the difference between the following amounts: (i) 95% of the Price of Advertising Spots stipulated in the latest draft Specific Order produced prior to the Extensive Modification being made and (ii) 100% of the Price of Advertising Spots after the Extensive Modification.

2.21 The Specific Order shall be deemed executed at the moment when the draft thereof is confirmed by the Advertiser's signature made using the Signi system, unless the Provider specifies otherwise in a particular case, and further it shall be deemed executed in case the Advertiser confirms by email to the Provider the acceptance of the Specific Order proposal received from the Provider. In such case the Advertiser shall deliver the duly signed Specific Order to the Provider without undue delay, in which case a paper original bearing the handwritten signatures of the authorized persons or a document executed using the Signi system is deemed to be the duly signed Specific Order, unless the Provider specifies otherwise in a particular case. In the event that the Advertiser does not confirm the Specific Order either by its signature or by email by the end of the Reservation Period and the Specific Order thus will not be concluded, the Advertiser shall pay to the Provider a Cancellation Fee in the amount of the Price of the Promotion stipulated in the latest draft Specific Order produced by the Provider prior to the expiry of the Reservation Period in accordance with these General Terms and Conditions.

2.22 In the event that the Advertiser cancels or otherwise terminates an already concluded Specific Order or any part thereof, it shall be obligated to pay the Provider a Cancellation Fee in the amount of the Promotion Price corresponding to the cancelled Specific Order or part thereof.

D. Specific Terms and Conditions for Placement of Sponsorship Spots on TV Channels NOVA

2.23 In the event that an Advertiser purchases by means of the Binding Order a part of the Partial Order Volume as the Sponsorship, the Advertiser and the Provider may conclude a Binding Sponsorship Order, which shall specify conditions for the placement of the Sponsorship so purchased by means of Sponsorship Spots.

2.24 For the avoidance of doubt, both the Provider and the Advertiser declare that the Binding Sponsorship Order in accordance with Article 2.23 hereof shall be executed for the purposes of setting forth further

conditions for the broadcasting of Sponsorship Spots and shall not increase the total Order Volume purchased by the Advertiser.

2.25 The execution of the Binding Sponsorship Order shall not affect the Advertiser's obligation to execute one or more Specific Orders regarding the placement of Sponsorship in the volume set forth in the given Binding Sponsorship Order.

2.26 The Advertiser shall be obliged to supply the Provider with the Visualization no later than fourteen (14) days prior to the day stipulated in Article 4.5 hereof, so that the Provider may assess the compliance of the draft Sponsorship Spot to which the Visualization relates with these General Terms and Conditions. Should the Provider have any objections concerning the Visualization, it shall deliver such objections to the Advertiser and shall request that the Advertiser rectify the draft Sponsorship Spot in compliance with such request. In the event that the Provider does not express its opinion on the Visualization within seven (7) days after the delivery thereof to the Provider pursuant to this Article 2.26, it shall be deemed that the Provider has no objections thereto and the parties shall further proceed pursuant to Article 4.5 *et seq.* of these General Terms and Conditions. In the event that the Advertiser fails to adjust, based on the aforesaid request by the Provider, the draft Sponsorship Spot to comply with the requirements set out in this request and does not provide the Provider with such Sponsorship Spot within the time limit and in compliance with the conditions stipulated in Articles 4.5 and 4.6 hereof, or if the Spot is an Inappropriate Spot, the Provider shall be entitled, in compliance with Article 4.7 hereof, not to broadcast the Sponsorship Spot and, at the same time, the Provider shall be entitled to claim a contractual penalty pursuant to Article 4.9 hereof.

2.27 In the event that the Advertiser cancels or otherwise terminates an executed Binding Sponsorship Order (hereinafter referred to as the "**Order Cancellation**"), the Provider shall be entitled to request that the Advertiser pay the Cancellation Fee as follows:

(a) 20% of the total volume of the Binding Sponsorship Order, provided the Order Cancellation is made more than six (6) months prior to the beginning of the period which has been stipulated by the Advertiser in the Binding Sponsorship Order as the period for placement of the Partial Order Volume determined for the Sponsorship;

(b) 50% of the total volume of the Binding Sponsorship Order, provided the Order Cancellation is made three (3) to six (6) months prior to the beginning of the period which has been stipulated by the Advertiser in the Binding Sponsorship Order as the period for placement of the Partial Order Volume determined for the Sponsorship;

(c) 75% of the total volume of the Binding Sponsorship Order, provided the Order Cancellation is made more than one (1) and less than three (3) months prior to the beginning of the period which has been stipulated by the Advertiser in the Binding Sponsorship Order as the period for placement of the Partial Order Volume determined for the Sponsorship; or

(d) 100% of the total volume of the Binding Sponsorship Order, provided the Order Cancellation is made in the time period up to one (1) month prior to the beginning of the period which has been stipulated by the Advertiser in the Binding Sponsorship Order as the period for placement of the Partial Order Volume determined for the Sponsorship.

2.28 The Advertiser shall also be obliged to pay the Cancellation Fee in the amount stipulated in Article 2.27(d) hereof in the event that the Advertiser, contrary to the provisions of these General Terms and Conditions, fails to fulfill its obligation to place the purchased Sponsorship Spots by virtue of executing one or more Specific Orders. After the lapse of each time period stipulated in the Binding Sponsorship Order as the period for placement of the Sponsorship Spots, the Provider (if a Binding Sponsorship Order has been executed) shall assess whether the Advertiser has duly fulfilled its obligation to place the agreed volume of the Binding Sponsorship Order by virtue of one or more Specific Orders and, as the case may be, the Provider shall, in compliance with Article 2.27(d) hereof, charge to the Advertiser the potential Cancellation Fee with respect to the part of the agreed volume of the Binding Sponsorship Order which has not been duly placed by the Advertiser by virtue of one or more Specific Orders within the time period for placement stipulated by the Binding Sponsorship Order.

E. Specific Terms and Conditions for Purchase of Promotion on TV NOVA SPORT

2.29 In the event of conclusion of the TV NOVA SPORT Binding Order the provisions of Articles 6.7 and 6.8 hereof shall apply *mutatis mutandis*.

F. Specific Terms and Conditions for Product Placement in a Program on TV Channels NOVA

2.30 The Advertiser acknowledges and agrees that the final decision on the Manner of Product Placement in the Program is fully in the discretion of the Provider, in particular with regard to the conditions imposed in the Act on Operation of Radio and Television Broadcasting in connection with the Product Placement, and the Advertiser undertakes to respect such decision of the Provider. The Provider undertakes that it shall make the necessary effort that may reasonably be required of it so that the final decision on the Manner of Product Placement in the Program does not differ in material aspects from the specifications of the Manner of Product Placement set forth in the Product Placement Order. The Advertiser acknowledges that the Products of other Advertisers may also be placed in the Program.

2.31 The Advertiser acknowledges and agrees that in the event that technical or operational reasons worthy of consideration arise on the part of the Provider, the Provider shall be entitled to postpone the time period of the Program's broadcasting negotiated in the Product Placement Order, for up to 24 calendar months.

G. Terms and Conditions for Teleshopping Spots Placement on TV Channels NOVA

2.32 The Advertisers shall purchase the Promotion in the form of Teleshopping Spots under the conditions specified by the Provider and communicated to the Advertiser and based on the contractual documentation concluded between the Advertiser and the Provider in writing. Unless stated in the written contractual documentation otherwise, the provisions of Part 4, Part 6 (A), (C), (D), (E), (F), (G), (H) and Part 7 of these General Terms and Conditions shall apply to the purchase of Promotion in the form of Teleshopping Spots *mutatis mutandis*.

PART 3
SPECIAL METHOD OF PURCHASING PROMOTION ON TV RATING CHANNELS

Purchase of Promotion on TV Rating Channels as a Special Advertising Campaign

3.1 Besides the manner of purchasing the Promotion set forth in Part 2 hereof, Advertisers may purchase and place the Promotion on the TV Rating Channels as a special Advertising Campaign prepared by the Provider so that it meets the special requirements of the relevant Advertiser, such as:

(a) specifications of the target audience group in relation to the given Advertising Campaign;

(b) the requested number of gross rating points that shall be delivered by this Advertising Campaign in relation to the given target audience group (where a gross rating point means one exposure of the Advertising Spot to one percent of the given target audience group), or the requested ratings for the Advertising Campaign (expressed as a percentage) within the given target audience group (*i.e.* the requested reach of the given target audience group by the relevant Advertising Campaign); or

(c) the time period in which this Advertising Campaign shall be broadcasted

(hereinafter referred to as the "**Special Advertising Campaign**").

3.2 In the event that the Advertiser is interested in broadcasting a Special Advertising Campaign, it shall communicate this fact to the Provider, including the specific parameters under which it wishes to broadcast such Special Advertising Campaign. The Provider shall subsequently prepare a draft Special Advertising Campaign Binding Order or Specific Order which shall take into account these parameters depending on the Provider's resources (particularly with regard to the currently available capacity on the TV Rating Channels) and shall contain the Promotion Price in relation to the requested Special Advertising Campaign (either as a total price for the Special Advertising Campaign or a price per gross rating point). For the avoidance of doubt, both the Provider and the Advertiser declare that the conclusion of a Special Advertising Campaign Binding Order shall not affect the Advertiser's obligation to execute one or more Specific Orders regarding the placement of a Special Advertising Campaign in the volume set forth in the given Special Advertising Campaign Binding Order. The Specific Order shall be deemed executed once the Advertiser approves the draft prepared by the Provider by affixing its signature thereto and further it shall be deemed executed in case the Advertiser confirms by email to the Provider the acceptance of the Specific Order proposal received from the Provider. In such case the

Advertiser shall deliver the duly signed Specific Order to the Provider without undue delay.

3.3 The Provider shall broadcast the Special Advertising Campaign in a manner at its sole discretion so as to fulfill all the relevant parameters of the Special Advertising Campaign set forth in the corresponding Specific Order, particularly so that (i) the number of gross rating points requested by the Advertiser in relation to the given target audience group are delivered or (ii) the ratings requested by the Advertiser for the Advertising Campaign (expressed as a percentage) within the given target audience group are reached.

3.4 For the purposes of the Special Advertising Campaign, the Promotion Price shall always mean the Promotion Price stipulated in the relevant Specific Order. In the event that in the Specific Order the Advertiser (i) set the minimum number of requested gross rating points and this number was not delivered, or (ii) set the minimum requested ratings for the Advertising Campaign (expressed as a percentage) within the given target audience group and these ratings were not reached, the Promotion Price shall be recalculated by the Provider on a pro rata basis depending on the Special Advertising Campaign results actually achieved. In the event that in the Specific Order the Advertiser set (i) the minimum number of requested gross rating points and this number was exceeded, or (ii) the minimum requested ratings for the Advertising Campaign (expressed as a percentage) within the given target audience group and these ratings were exceeded, the Promotion Price shall not be further recalculated by the Provider.

3.5 In the event that the Advertiser cancels or otherwise terminates an executed Special Advertising Campaign Binding Order (hereinafter referred to as the "**SAC Order Cancellation**"), the Provider shall be entitled to request that the Advertiser pay the Cancellation Fee as follows:

(a) 5% of the total volume of the Special Advertising Campaign Binding Order, provided the SAC Order Cancellation is made more than six (6) months prior to the beginning of the period which has been stipulated by the Advertiser in the Special Advertising Campaign Binding Order as the period for placement of the Partial Order Volume determined for the Special Advertising Campaign;

(b) 10% of the total volume of the Special Advertising Campaign Binding Order, provided the SAC Order Cancellation is made three (3) to six (6) months prior to the beginning of the period which has been stipulated by the Advertiser in the Special Advertising Campaign Binding Order as the period for placement of the Partial Order Volume determined for the Special Advertising Campaign;

(c) 15% of the total volume of the Special Advertising Campaign Binding Order, provided the SAC Order Cancellation is made more than one (1) and less than three (3) months prior to the beginning of the period which has been stipulated by the Advertiser in the Special Advertising Campaign Binding Order as the period for placement of the Partial Order Volume determined for the Special Advertising Campaign; or

(d) 20% of the total volume of the Special Advertising Campaign Binding Order, provided the SAC Order Cancellation is made in the time period up to one (1) month prior to the beginning of the period which has been stipulated by the Advertiser in the Special Advertising Campaign Binding Order as the period for placement of the Partial Order Volume determined for the Special Advertising Campaign.

3.6 The Advertiser shall also be obliged to pay the Cancellation Fee in the amount of 20% of the total volume of the Special Advertising Campaign Binding Order in the event that the Advertiser, contrary to the provisions of these General Terms and Conditions, fails to fulfill its obligation to place the Special Advertising Campaign by virtue of executing one or more Specific Orders. After the lapse of each time period stipulated in the Special Advertising Campaign Binding Order as the period for placement of the Special Advertising Campaign, the Provider shall assess whether the Advertiser has duly fulfilled its obligation to place the agreed volume of the Special Advertising Campaign Binding Order by virtue of one or more Specific Orders and, as the case may be, the Provider shall, in compliance with these General Terms and Conditions, charge to the Advertiser the potential Cancellation Fee with respect to the part of the agreed volume of the Special Advertising Campaign Binding Order which has not been duly placed by the Advertiser by virtue of one or more Specific Orders within the time period for placement stipulated by the Special Advertising Campaign Binding Order.

3.7 Unless otherwise stipulated, the Advertiser shall be obliged to pay the Cancellation Fee within forty (40) days following the date of dispatch of the notice by the Provider, whereas the Cancellation Fee shall be deemed settled upon the amount of the Cancellation Fee being credited to the Provider's bank account.

3.8 In the event that the Advertiser cancels a concluded Specific Order or any part thereof prior to paying the Promotion Price, the Provider shall be entitled to a Cancellation Fee in the amount of the Promotion Price corresponding to the cancelled Specific Order or part thereof.

3.9 The Specific Order pursuant to this Part 3 hereof shall not be considered a Binding Order pursuant to Article 2.4 hereof.

3.10 The Provider shall be entitled to cancel the already concluded Special Advertising Campaign Binding Order or Specific Order in entirety or partially, in the event that the Office for the Protection of Competition, the Council for Radio and Television Broadcasting or any other duly empowered public authority commences or has commenced proceedings or an investigation following the conclusion of the Special Advertising Campaign Binding Order or the Specific Order that (i) aims to prohibit activities which the Provider is bound to perform under such Special Advertising Campaign Binding Order or Specific Order, and/or (ii) could, in the reasonable opinion of the Provider, cause harm to or be to the detriment of the Provider if the Provider continued performing activities pursuant to such Special Advertising Campaign Binding Order or Specific Order.

3.11 In relation to the purchase of the Promotion pursuant to this Part 3 hereof, the provisions of Articles 2.8 to 2.14 hereof shall apply *mutatis mutandis.*

PART 4
GENERAL PROVISIONS FOR PRODUCTION AND DELIVERY OF SPOTS FOR THE PURPOSES OF THEIR BROADCASTING

4.1 Unless agreed otherwise in writing between the Provider and the Advertiser, production of the Spot shall be procured by the Advertiser. The Advertiser shall also be obliged to deliver the Spot to the Provider in compliance with the Specific Order, these General Terms and Conditions, the Technical Terms and Conditions and/or any other contractual documentation executed in writing between the Provider and the Advertiser in connection with the procurement of broadcasting of the Promotion.

4.2 The Advertiser shall be fully liable for the content of the Spot and its legal defects, including, but not limited to, compliance with the transparency obligations arising from the Legal Regulations on Artificial Intelligence, and shall indemnify the Provider in connection with any and all claims of any nature asserted against the Provider by third persons and relating to the Spots and their broadcasting, in particular, claims asserted in connection with the Act on Operation of Radio and Television Broadcasting, the Act on Regulation of Advertising, Legal Regulations on Artificial Intelligence, the protection of personal rights, competition law as well as unfair competition law, copyright law and rights relating thereto, industrial property rights, rights relating to the appellation of origin and any other rights and any other costs incurred by the Provider in connection with the claims asserted by third persons within the meaning of this Article 4.2. Upon the Provider's request the Advertiser shall communicate to the Provider within 5 (five) working days who is the processor (in Czech: *"zpracovatel"*) of the Spot within the meaning of the Act on Regulation of Advertising.

4.3 Upon conclusion of the Specific Order, the Advertiser represents and warrants that it duly entered into license agreements with the holders of the copyrights and rights related thereto (hereinafter the "**copyrighted works**") and is entitled to incorporate the relevant copyrighted works in the Spots and to use them within the Spot, including a right to broadcast them on the TV Channels NOVA, and that it settled any and all remunerations for such use. The warranties of the Advertiser pursuant to the previous sentence shall not apply to the TV broadcasting of published audio works or audio works offered for publication (with or without text) of authors represented by OSA, provided such audio works are correctly incorporated to the Spots. The licenses to use the audio works of the authors represented by OSA in the TV broadcasting shall be acquired by the Provider on the basis of the respective collective agreements concluded with OSA. The Provider shall also settle through OSA any and all fees for the TV broadcasting of such works on the TV Channels NOVA. The licenses to incorporate the works of the authors represented by OSA, and authors of currently protected works not represented by OSA, in the Spots and to their

subsequent use within the Spot, including a right to broadcast them on the TV Channels NOVA, shall be acquired by the Advertiser directly from such authors and, at the same time, the Advertiser shall be obliged to settle any and all fees for such use, whereas in the event that the author is represented by OSA, the Advertiser shall be obliged to do so through OSA. Accordingly, the Advertiser shall be obliged to acquire a license for the use of the relevant works within the Spot, including the use by broadcasting on the TV Channels NOVA, directly from the authors not represented by OSA and settle directly with such authors any and all authors' fees for such use. If the Spot contains any audio or audiovisual recording, the Advertiser represents and warrants that it acquired from the producers and the performing artists whose artistic performances are recorded on such recordings the license to incorporate such artistic performances and recordings in the Spot and their subsequent use within the Spots, including broadcasting on the TV Channels NOVA, and that it settled any and all fees for such licenses and that it settled the respective entitlements of such producers of audio or audiovisual recordings and performing artists in connection with the aforesaid use. Should the Spot contain any audio recording made for commercial purposes or a musical audiovisual recording, the Advertiser shall be obliged to acquire the license for its incorporation in the Spot directly from the producer of such recording and pay the producer the relevant remuneration for such use. The license to incorporate artistic performances recorded on an audio recording made for commercial purposes or a musical audiovisual recording in the Spot shall be acquired by the Advertiser through INTERGRAM and, at the same time, the Advertiser shall settle through INTERGRAM any and all remuneration for such use. The Advertiser undertakes to provide the Provider upon its request with copies of the agreements proving the settlement of claims of the relevant right holders in the aforesaid extent and a copy of a report to INTERGRAM.

4.4 The Advertiser shall, no later than as of the day of handover of the carrier containing the Spot, supply the Provider with information concerning the producer of the Spot and the musical arrangement of the Spot, containing the name of each music composition used, the name of the author of the music and the lyrics, a translation of the lyrics (where necessary), the name of the publisher and the exact footage of the music used. If the Spot also contains an audio recording made for commercial purposes or a musical audiovisual recording, the Advertiser shall indicate such fact in the musical arrangement of the Spot and shall supply information on the audio recording made for commercial purposes or the musical audiovisual recording used, *i.e.*, the name of the production rights holder of the audio recording made for commercial purposes and if relevant also of the holder of the rights to the musical audiovisual recording used. If the musical arrangement of the Spot does not explicitly indicate that the Spot contains an audio recording made for commercial purposes or the musical audiovisual recording, such fact shall be deemed as a binding representation by the Advertiser that the Spot does not contain any such recording.

4.5 The Advertiser shall supply the Provider with the carriers containing the Spots and the Spots Broadcasting Schedule, which must comply with the Specific Order, no later than five (5) working days prior to the first broadcasting of the Spot pursuant to the given Specific Order and the Spots Broadcasting Schedule.

4.6 The Advertiser shall be obliged to hand over the Spots to the Provider in compliance with the Technical Terms and Conditions and the Spots Broadcasting Schedule. Upon the Advertiser signing the Specific Order, or as the case may be, upon its confirmation by email, the Advertiser represents that the Spots are in compliance with these General Terms and Conditions, the Technical Terms and Conditions, the Spots Broadcasting Schedule and/or any other contractual documentation executed in writing between the Provider and the Advertiser in connection with the procurement of broadcasting of the Promotion.

4.7 The Provider shall be entitled not to broadcast a Spot:

(a) with respect to which the Advertiser fails to supply the Provider in time with a duly completed musical arrangement of the Promotion pursuant to Article 4.4 hereof and the Spots Broadcasting Schedule or the carriers of the Spots pursuant to Article 4.5 hereof;

(b) in the event that the Advertiser fails to provide the Spot in accordance with Article 4.6 hereof; or

(c) in the event that the Advertiser fails to adhere to the footage of the Spot agreed upon in the Specific Order.

4.8 If any event stipulated in Article 4.7 hereof occurs, the Provider shall be authorized, at its discretion, to broadcast a different Spot of the Advertiser than the Spot in connection with which the Advertiser has breached its obligations. The broadcasting of the different Spot shall not be deemed faulty performance by the Provider and shall not affect the Advertiser's obligation to pay the Promotion Price.

4.9 If any event stipulated in Article 4.7 hereof occurs and the Provider does not exercise its right pursuant to Article 4.8 hereof, the Provider shall have the right to claim a contractual penalty from the Advertiser in the amount of that part of the Promotion Price corresponding to the price of the Spots which the Provider, for the reasons stated in Article 4.7 hereof, did not broadcast, and, at the same time, the Provider shall be entitled to partially or fully cancel the Specific Order.

4.10 All carriers containing the Spots handed over by the Advertiser to the Provider shall remain in the ownership of the Advertiser. The Provider undertakes to store the carriers with due custodial care during the term of the Specific Order; however, the Provider shall be liable for damages caused thereto only up to the amount of their provable purchase price. The Advertiser undertakes to take over the carriers containing the Spots after the termination of the broadcasting of the Spots pursuant to the Specific Order. In the event that the Advertiser fails to take over the carriers with the Spots within six (6) months following the broadcasting of the last Spot pursuant to the Specific Order, the Provider shall be entitled to destroy such carriers.

4.11 In the event that the Advertiser fails to provide the Spots in accordance with Article 4.6 hereof or if, according to the Provider, the broadcasting of the Spot could result in:

(a) a breach of generally binding legal regulations, in particular (i) the Act on Regulation of Advertising; (ii) the Act on Operation of Radio and Television Broadcasting; (iii) the Act on Consumer Protection; and/or (iv) Legal Regulations on Artificial Intelligence;

(b) a breach of obligations stipulated by the Council for Radio and Television Broadcasting in any license granted for the operation of TV Channels NOVA;

(c) a possible recourse against the Provider by third parties (*e.g.* in respect of disputes concerning copyright or unfair competition, disputes relating to protection of personal rights); and/or

(d) a threat to the justified interests of the Provider;

(hereinafter referred to as the "**Inappropriate Spot**"), the Provider shall, if there are at least five (5) working days remaining until the scheduled broadcasting of the relevant Spot, notify the Advertiser in writing of the Inappropriate Spot and request that the Advertiser rectify the situation by submitting a corrected or substitute Spot, which shall comply with the General Terms and Conditions and the Technical Terms and Conditions. In the event that (i) the Inappropriate Spot is delivered less than five (5) working days prior to its scheduled broadcasting, or (ii) the Advertiser fails to deliver a corrected or substitute Spot sufficiently in advance prior to the scheduled broadcasting of the Spot, but no later than in the time limit stipulated in Article 4.5 hereof, the Provider shall not be obliged to broadcast the Inappropriate Spot and, at the same time, the Provider shall have the right to claim a contractual penalty from the Advertiser in the amount of that part of the Promotion Price corresponding to the price of broadcasting the Spot or Spots determined in the Specific Order which the Provider, for the reasons stated in this Article, did not broadcast, and, at the same time, the Provider shall be entitled to fully or partially cancel the Specific Order.

PART 5
SPECIAL PROVISIONS FOR PROVIDING AND RETURNING A PRODUCT FOR THE PURPOSES OF PRODUCT PLACEMENT

5.1 For the purposes of Product Placement the Advertiser shall be obliged to provide the Product to the Provider in accordance with the Product Placement Order, these General Terms and Conditions, or other contractual documentation executed in writing between the Provider and the Advertiser in connection with the procurement of the Product Placement at the latest five (5) working days before the day of commencement of filming the relevant scene in the Program according to the Script which contains the Product Placement (hereinafter referred to as the "**Day of Filming**"), unless another date is stipulated in the Product Placement Order.

5.2 The Advertiser acknowledges and agrees that the Product, in case of its use for the purpose of a Product Placement, shall be used by the Provider, or, as the case may be, actors, directors, other performing artists or other persons who are employed by the Provider, or who are in any other contractual relationship with the Provider, who perform or

otherwise participate in the creation of the Program, particularly for the purpose of (i) artistic enactment of the Script to the extent necessary for the enactment of the appropriate context of the individual Script scenes, (ii) filming and recording such enactment in a tangible medium, (iii) broadcasting the Program on the relevant TV Channels NOVA or any other channels, including the internet, at the discretion of the Provider, (iv) any other transmission of the Program to the public in accordance with the relevant provisions of the Copyright Act, (v) adaptation of the Program, including its translation, and use of the adapted Program to the same extent and in the same manner as set forth in this Article 5.2 hereof, and (vi) copying the Program for the purpose of making it accessible through these copies, and distributing, renting and lending the original or a copy of the Program in any manner (hereinafter referred to as the "**Purpose**").

5.3 By concluding the Product Placement Order, the Advertiser shall provide to the Provider, at the latest on the day the Product Placement Order is concluded, all rights necessary for the fulfillment of the Purpose, and acknowledges and agrees that the Provider shall be entitled to provide or assign these rights to a third party, and the Advertiser further declares that at the latest on such day it obtained all necessary rights and settled all remunerations related thereto. If as a result of these obligations being breached by the Advertiser, a third party makes a claim of any nature against the Provider, the Advertiser undertakes to settle in full these claims and reimburse the Provider all costs that the Provider incurred as a result of such claims being assessed.

5.4 For the avoidance of doubt, the Purpose shall not be deemed a Product Placement in the form of an advertisement or a hidden advertisement, and the Program shall not directly encourage the purchase or rental of the Product through the Product Placement, particularly by special mention of the Product for the purpose of its promotion, or by inappropriately emphasizing the placed Product.

5.5 In the event that the Advertiser breaches its obligations set forth in Article 5.1 or 5.3 hereof or the Advertiser's representations set forth in Article 5.3 hereof prove to be false, the Provider shall be entitled not to place the Product in the Program. In such cases the Provider shall be entitled at its discretion either (i) to place a different product of the Advertiser in the Program instead of the Product in relation to which the Advertiser breached its obligations, provided the Provider has such other product at its disposal, whereas the placement of such other product of the Advertiser in the Program shall not be deemed faulty performance on the part of the Provider and shall not affect the Advertiser's obligation to pay the Price of Product Placement in the agreed amount, or (ii) not to implement the Product Placement at all and request that the Advertiser pay a contractual penalty in the amount of 50% of the Price of Product Placement for the non-implemented Product Placement. In the event that the Provider makes use of its entitlement under point (ii) of the previous sentence, the Provider shall at the same time be entitled to entirely or partially cancel the Product Placement Order.

5.6 In the event that pursuant to the discretion of the Provider the Product Placement specified in the relevant Product Placement Order could result in:

(a) a breach of generally binding legal regulations, in particular (i) the Act on Regulation of Advertising, (ii) the Act on Operation of Radio and Television Broadcasting, (iii) the Act on Consumer Protection, and/or (iv) Legal Regulations on Artificial Intelligence;

(b) a breach of obligations stipulated by the Council for Radio and Television Broadcasting in any license granted for the operation of TV Channels NOVA;

(c) a possible recourse against the Provider by third parties (*e.g.* in respect of disputes concerning unfair competition, disputes relating to the protection of personal rights, etc.); and/or

(d) a threat to the legitimate interests of the Provider;

(hereinafter referred to as the "**Inappropriate Placement**"), the Provider shall, if there are at least five (5) working days remaining until the scheduled Day of Filming, notify the Advertiser in writing of the Inappropriate Placement and request that the Advertiser rectify the situation to comply with the Product Placement Order, these General Terms and Conditions, or other contractual documentation concluded in writing between the Provider and the Advertiser in connection with the procurement of the Product Placement. In the event that (i) the Product Placement Order contains an Inappropriate Placement and there are less than five (5) working days remaining until the scheduled Day of Filming, or (ii) the Advertiser fails to rectify the situation sufficiently in advance prior to the scheduled Day of Filming, but no later than in the time limit stipulated in Article 5.1 hereof, the Provider shall not be obliged to procure the Inappropriate Placement and, at the same time, the Provider shall have the right to a contractual penalty from the Advertiser in the amount of 50% of the Price of Product Placement for the unimplemented Product Placement, and the Provider shall at the same time be entitled to entirely or partially cancel the Product Placement Order.

5.7 In the Product Placement Order, the Advertiser and the Provider shall agree, *inter alia*, whether the Product is a Product that shall be returned to the Advertiser or a Product that shall not be returned to the Advertiser. A Product that shall be returned to the Advertiser remains the property of the Advertiser and the Provider undertakes to store the Product with due care while the Product Placement Order is in effect, whereas the Provider shall be liable for damage caused thereto only up to the Product's provable purchase price. Normal wear and tear due to regular use of the Product while filming the Program in accordance with the Script shall not be considered Product damage. The Provider undertakes to return such Product to the Advertiser and the Advertiser undertakes to take over such Product from the Provider without undue delay, but at the latest five (5) working days from the day on which the filming of the last scene in the Program according to the Script containing the Product Placement is completed, unless the Product Placement Order stipulates another time limit. The Advertiser acknowledges and agrees that in the event that the Advertiser fails to take over the Product from the Provider within five (5) working days from the day on which the filming of the last scene in the Program according to the Script containing the Product Placement is completed, unless the Product Placement Order stipulates another time limit, the Provider shall, at its discretion, store this Product at the cost of the Advertiser or deliver it to the Advertiser's address at the cost of the Advertiser. The Advertiser further acknowledges and agrees that a Product whose purchase price is less than CZK 10,000 or which, considering the manner in which it is used, is consumed shall not be returned to the Advertiser.

5.8 The Advertiser represents and warrants that all information that it will provide to the Provider in connection with the Product Placement shall be complete, accurate, current and in accordance with the legal regulations of the Czech Republic, including EU legal regulations directly applicable in the Czech Republic. The Advertiser further represents and warrants that the Product Placement in a Program and the subsequent broadcasting thereof by the Provider shall not result in a violation of any valid legal regulations of the Czech Republic, including EU legal regulations directly applicable in the Czech Republic, particularly the Act on Regulation of Advertising and the Act on Operation of Radio and Television Broadcasting, and also that the rights of third parties shall in no way be affected. If any rightful claims are assessed against the Provider by third parties as a result of false representation according to this Article 5.8, the Advertiser undertakes to settle these claims and reimburse the Provider for any and all costs it incurred as a result of such claims being assessed.

5.9 In the event that the Advertiser cancels or otherwise terminates an executed Product Placement Order or a part thereof, the Advertiser shall be obliged to pay the Cancellation Fee in the amount of the Promotion Price corresponding to the terminated Product Placement Order or part thereof.

PART 6
OTHER CONDITIONS OF PROMOTION

A. Claims

6.1 In the event that the Provider provides the Advertiser with faulty performance, the Advertiser shall, under the terms and conditions set forth in Article 6.4 hereof, be entitled to a discount from the Promotion Price pursuant to Article 6.5 hereof.

6.2 The following shall, in particular, be deemed as the Provider's faulty performance:

(a) broadcasting of the Spot in other than the required quality;

(b) broadcasting of a Spot other than the Spot required by the Advertiser, except for cases referred to under Article 4.8 hereof; and

(c) placement of a different Product than the one requested by the Advertiser in the relevant Product Placement Order, except for cases referred to under Article 5.5 hereof;

whereas faulty performance pursuant to (a) to (c) above shall not be deemed a material breach of contract.

6.3 Notwithstanding the fulfillment of the conditions referred to in Article 6.2 hereof, the following shall not be deemed the Provider's faulty performance:

(a) failure to broadcast the relevant TV Channel NOVA caused by events beyond the Provider's control. Events beyond the Provider's control shall mean, *e.g.* civil unrest, military operations, state of emergency or alert, interference by the state or other public authority, weather, failure of communication services, technical failure of broadcasting, lack of electricity, observance of legal regulations by the Provider, including observance of statutory obligations such as providing information to the public, disputes between employees and employers, changes and cancellations of events organized by third parties and any other similar events;

(b) interruption of the broadcasting of the Promotion due to the fulfillment of the Provider's obligations arising under the generally binding legal regulations;

(c) display of the relevant TV Channel NOVA name or any other name of the Provider during the broadcasting of the Promotion. In case of Product Placement, any overlap or partial coverage of the Product by the TV Channel NOVA name or any other name of the Provider shall not be considered a defect in Product Placement or a breach of the Manner of Product Placement stipulated in the Product Placement Order; and

(d) the removal, replacement or overlaying of the Promotion of the Advertiser with other content, including other Promotion, within the VOD Service or on the Servers following the expiry of the period relevant for determining the Official Data, the period of a Special Advertising Campaign or any other period agreed in the Binding Order.

6.4 The Advertiser shall be obliged to assert the claim of faulty performance to the Provider in writing within one (1) month following the date when the Spot or Program containing the Product Placement which is the subject of the claim was broadcasted on the relevant TV Channel NOVA. It must be evident from the claim (i) which particular performance of the Provider is the subject of the claim; and (ii) what, in the opinion of the Advertiser, the Provider's faulty performance consists in.

6.5 The Provider shall be entitled to examine whether the claim is rightful. In the event that the Provider considers the claim to be rightful, the Advertiser shall be entitled to a discount from the Promotion Price determined by the Provider in an amount reflecting the character and the extent of the claimed faulty performance.

6.6 In the event that an invoice for the Promotion Price, in respect of which the claim was asserted, has already been issued by the Provider, the discount from the Promotion Price shall be applied in the form of a correcting tax document. In other cases, the Provider shall decrease the Promotion Price charged for the faulty performance by the relevant discount.

B. Contract Fee

6.7 Upon conclusion of the Binding Order the Provider shall be entitled to a contract fee to cover the costs connected with conclusion of the Binding Order and commercial risks borne by the Provider due to the non-binding reservation of appropriate capacity for placement of the Advertisement to the benefit of the Advertiser, whereas the amount of the contract fee shall be determined based on the Current Order Volume according to the following table:

Current Order Volume (in CZK)	Contract Fee (in CZK)
0 – 19 999 000	5 000 000
20 000 000 – 39 999 000	10 000 000
40 000 000 – 79 999 000	20 000 000
80 000 000 and more	30 000 000

In the event that the Advertiser, with a concluded Binding Order, places, by means of one or more Specific Orders for the placement of Advertising Spots on TV Rating Channels, an Advertisement in the form of Advertising Spots on the relevant TV Rating Channels during the given Relevant Period, then the contract fee shall be decreased by the Price of the Advertising Spots corresponding to such placed Advertisement, but at the most by such amount so that the contract fee will be 0 CZK. The contract fee is payable based on the dispatch of a notice by the Provider (a) after being notified by the Advertiser about the part of the Current Order Volume which will not be placed during the given Relevant Period, or, in the event that no such notification occurs (b) within fifteen (15) calendar days after the lapse of the Relevant Period, unless otherwise stipulated herein.

However, the amount of the contract fee determined according to the table above shall not exceed: (i) 30% of the Current Order Volume provided that the Advertiser notifies the Provider, in the course of the first or second calendar quarter of the Relevant Period, or, in the event that the Relevant Period is not one calendar year, in the course of the first half of the Relevant Period, that the Advertisement in the full extent of the Current Order Volume will not be placed during the Relevant Period; or (ii) 35% of the Current Order Volume provided that the Advertiser notifies the Provider, in the course of the third calendar quarter of the Relevant Period, or, in the event that the Relevant Period is not one calendar year, in the course of the third quarter of the Relevant Period, that the Advertisement in the full extent of the Current Order Volume will not be placed during the Relevant Period; or (iii) 40% of the Current Order Volume provided that the Advertiser notifies the Provider in the course of the fourth calendar quarter of the Relevant Period, or, in the event that the Relevant Period is not one calendar year, in the course of the fourth quarter of the Relevant Period that the Advertisement in the full extent of the Current Order Volume will not be placed during the Relevant Period or in the event the Advertiser fails to notify the Provider thereof.

6.8 The provisions of Article 6.7 hereof shall not affect the Recalculation (as defined in the Pricing Terms and Conditions) in accordance with the relevant provisions of the Pricing Terms and Conditions, nor shall they affect the Advertiser's obligation to return the discounts granted by the Provider in the event that the Advertiser fails to fulfill the conditions for the granting thereof in accordance with the relevant provisions of the Pricing Terms and Conditions.

C. Compensation for Damage

6.9 In the event that the Advertiser or the Provider is in breach of any of its obligations arising under these General Terms and Conditions, the Binding Order, the Specific Order or any other contractual documentation executed in writing between the Provider and the Advertiser in connection with the procurement of the broadcasting of the Promotion, it shall compensate the other party for damage caused by such breach. The Provider shall be liable for damage caused by the Provider only up to the amounts provably paid by the Advertiser to the Provider for the procurement of the broadcasting of the Promotion in the Relevant Period. The liability for damage as well as compensation for damage shall be governed by the applicable provisions of the Civil Code. The right to compensation for damage incurred as a result of a breach of an obligation, in respect of which a contractual penalty or late payment interest is applicable, shall not be affected by the payment of the contractual penalty or late payment interest.

6.10 The Provider shall not be liable for the non-fulfillment or delayed fulfillment of its obligations caused by events beyond the Provider's control. Events beyond the Provider's control shall mean force majeure, *e.g.* civil unrest, military operations, state of emergency or alert, interference by the state or other public authority, weather, failure of communication services, technical failure of broadcasting, lack of electricity, observance of legal regulations or the license conditions by the Provider, including observance of statutory obligations such as providing information to the public, disputes between employees and employers, changes and cancellations of events organized by third parties and any other similar events.

D. Termination Notice and Withdrawal

6.11 The Provider is entitled to terminate in writing any Binding Order, Specific Order or any other contractual documentation concluded between the Advertiser and the Provider in connection with the procurement of the broadcasting of the Advertisement on the Media Channels for reasons stipulated by law as well as for the following reasons:

(a) the Advertiser breached any of its payment obligations under the contractual documentation concluded between the Advertiser and the Provider in connection with the procurement of the broadcasting of the Advertisement on the Media Channels, provided such breach is not remedied within seven (7) days of the Provider's request to remedy the breach;

(b) the Advertiser or any third person files an insolvency petition concerning the Advertiser;

(c) the Advertiser or any third person takes any steps towards a suspension of Advertiser's payments, a declaration of a moratorium, the dissolution of the Advertiser, the Advertiser

ceasing to exist and/or the appointment of a liquidator of the Advertiser;

(d) if there is a change in the regulation or a binding judicial or administrative decision or opinion is issued, pursuant to which the Advertisement or part thereof is prohibited or its publication is restricted; or

(e) if the performance of the Binding Order, Specific Order or any other contractual documentation concluded between the Advertiser and the Provider in connection with the procurement of the publication of the Advertisement on the Media Channels, or the Advertisement of the Advertiser, could, according to the Provider's reasonable suspicion, jeopardize the good reputation of the Provider or the Program, cause harm to the Provider or jeopardize its legitimate interests or be otherwise to the detriment of the Provider;

the termination becomes effective upon delivery to the Advertiser, unless a later effective date is stipulated therein. Upon the effective date of termination, the Relevant Period shall be deemed to be terminated and the Provider shall also be entitled to make a Recalculation pursuant to Article 2.36 of the Pricing Terms and Conditions.

6.12 In the event of a breach of a contractual obligation of the Advertiser (irrespective of whether it is a material breach or not), the Provider is entitled to withdraw from any Binding Order, Specific Order or any other contractual documentation concluded between the Advertiser and the Provider in connection with the procurement of the broadcasting of the Advertisement on the Media Channels at any time during the duration of the breach and within twenty (20) working days after the Advertiser has already fulfilled its obligation. The right of the Provider to withdraw in the event of a breach of a contractual obligation of the Advertiser shall be retained even if the Provider grants the Advertiser an additional period to fulfill its obligation.

E. Dispute Resolution

6.13 Any disputes between the Provider and the Advertiser arising under or in connection with these General Terms and Conditions, the Binding Order, the Specific Order or any other contractual documentation executed in writing between the Provider and the Advertiser in connection with the procurement of the broadcasting of the Promotion shall at first be settled in an amicable way. In the event that such amicable settlement is not reached within one (1) month after the initiation of the dispute resolution, such dispute shall be finally resolved in *ad hoc* arbitration proceedings in accordance with the UNCITRAL arbitration rules, as effective on the date on which the relevant Binding Order or Specific Order was entered into, by three arbitrators. The Provider and the Advertiser shall each appoint one arbitrator and the third arbitrator, who shall chair the arbitration court, shall be appointed by virtue of the mutual agreement between such two appointed arbitrators. In the event that such appointed arbitrators do not agree on the name of the chairing arbitrator within thirty (30) days after the appointment of the second arbitrator, the third arbitrator shall be appointed in accordance with the legal regulations of the Czech Republic by a competent court of the Czech Republic. The venue of the arbitration shall be Prague and the language of the arbitration shall be Czech.

F. Confidentiality

6.14 Both the Provider and the Advertiser undertake neither to utilize for themselves or any third party nor to disclose to any third party any confidential information which they acquire or which will be disclosed to them in connection with the procurement of the broadcasting of the Promotion. For the purpose hereof, confidential information shall be deemed, in particular, any Binding Order, Specific Order or any other contractual documentation executed in writing between the Provider and the Advertiser in connection with the procurement of the broadcasting of the Promotion, and furthermore business, organizational, financial, proprietary, marketing and other related information concerning the Provider and/or the Advertiser, their business partners or other persons personally or proprietarily connected with them, and which are not publicly available, regardless of whether or not its disclosure is capable of causing harm to the entity which the information concerns (hereinafter referred to as "**Confidential Information**"). Any Confidential Information concerning or relating to the Provider, especially any Binding Order, Specific Order or any other contractual documentation executed in writing between the Provider and the Advertiser in connection with the procurement of the broadcasting of the Promotion, shall be deemed a business secret of the Provider.

6.15 The confidentiality obligation under Article 6.14 hereof shall not apply to the disclosure of Confidential Information:

(a) to companies which form a holding with the Provider or the Advertiser pursuant to the applicable provisions of the Business Corporations Act;

(b) to the employees of the Provider or the Advertiser and to persons acting to their benefit (*e.g.* lawyers, auditors, experts, etc.), provided that the knowledge of such Confidential Information is necessary for the fulfillment of such person's tasks within the realization of these General Terms and Conditions;

(c) provided that the Provider or the Advertiser granted a prior written consent to the disclosure of Confidential Information; and/or

(d) in the event of the duty to prevent or report a commitment of a criminal offence or any other duty imposed by law or if the disclosure of the Confidential Information is requested by a competent public authority. In such an event, the Provider or the Advertiser shall indicate the provided information as a business secret and the Advertiser shall notify the Provider of its provision without undue delay.

6.16 Notwithstanding Article 6.14 hereof, the Provider or the Advertiser shall be entitled to provide the relevant Binding Order and/or Specific Order or information contained therein and/or connected therewith, as well as the draft Binding Order or Specific Order or price recalculation, which is the basis for such draft, to the relevant Client, for whose presentation or for promotion of whose products and/or services such Binding Order and/or Specific Order was or will be entered into between the Provider and the Advertiser. Should this be the case, the Advertiser is obliged to designate the provided information as a business secret of the Provider and to impose an obligation on the Client in writing not to disclose the provided information to any third party. The Provider is further entitled to use and, to the extent necessary, disclose the Confidential Information to third parties in the event that it is necessary for the purposes of protecting its rights and legitimate interests, including the enforcement or assignment of its outstanding receivables.

G. Compliance with Restrictive Measures

6.17 The Advertiser is fully liable to the Provider for the fact that during the entire Relevant Period the Relevant Persons are in no way subject to restrictive measures (economic sanctions) imposed on the basis of the directly applicable European Union legislation or legislation of the Czech Republic, namely that none of the Relevant Persons:

(a) is the government of the Russian Federation or a legal person, entity, or body established in the Russian Federation and does not act for the benefit of such persons (except for legal persons, entities or bodies established in Russia that are owned or controlled by a legal person, entity, or body established or constituted under the laws of an EU or EEA member state, Switzerland, the USA, Japan, the United Kingdom, South Korea, Australia, Canada, New Zealand, or Norway);

(b) is a person whose funds and economic resources are frozen or for whose benefit funds or economic resources may not be made available under directly applicable European Union legislation or legislation of the Czech Republic;

(c) is engaged in activities the object or effect of which is to circumvent restrictive measures imposed on the basis of directly applicable European Union legislation or legislation of the Czech Republic.

6.18 The Advertiser undertakes not to place any Advertisement relating to content, products, or services performed, produced, or broadcasted by legal persons, entities, or bodies listed in Annex XV of the Council Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, as amended.

6.19 The Advertiser undertakes that in order to prove the facts pursuant to Article 6.17 above, it will provide the Provider with documents to prove the ownership structure of the Advertiser and the Client, including their beneficial owners, in a form and scope acceptable to the Provider without undue delay, but no later than within five (5) working days after a request from the Provider. The Advertiser undertakes to inform the Provider of any change that results in any of the Relevant Persons ceasing to comply with the terms of Article 6.17 above during the Relevant Period immediately after such change occurs. The Advertiser also undertakes to inform the Provider as soon as it becomes aware that there is a risk that any of the Relevant Persons ceases to comply with the conditions of Article 6.17 above during the Relevant Period.

6.20 In the event that (i) any of the Relevant Persons fails to comply with the requirements set forth in Article 6.17 above, and/or (ii) the Advertiser breaches an obligation under Article 6.18 or Article 6.19 above, and/or (iii) in the reasonable opinion of the Provider, any of the situations set forth in (i) or (ii) above has occurred, the Provider shall be entitled:

(a) not to broadcast the Advertisement with the consequences under these General Terms and Conditions; and

(b) to cancel, terminate or withdraw in writing from the relevant Binding Order, Specific Order, or any other contractual documentation concluded between the Advertiser and the Provider.

H. Political Advertising

6.21 The Advertiser shall be obliged to state in the Binding Order and the Specific Order, if the Advertisement ordered on the basis of such Binding Order (i) is Political Advertising and (ii) may be published in the last three months preceding (national or European) elections or a referendum.

6.22 The Advertiser shall be obliged, at the Provider's request, to cooperate in order to ensure that the Advertisement that is Political Advertising complies with the Legal Regulations on Political Advertising. The Provider shall be entitled, but not obliged, to adjust the Advertisement that is Political Advertising in order to ensure its compliance with Legal Regulations on Political Advertising.

6.23 If the Advertisement constitutes Political Advertising, the Advertiser shall be obliged to provide to the Provider all information required by the Legal Regulations on Political Advertising prior to concluding a Binding Order, in particular for the purpose of fulfilling (i) the Provider's obligations in relation to record-keeping, (ii) the labeling and transparency requirements of Political Advertising, (iii) transparency notice requirements. The Advertiser shall be obliged, at the Provider's request, to provide immediately or within such other period as specified by the Provider, information and documents proving the character of the Advertisement. The Advertiser warrants completeness, accuracy, and truthfulness of the information provided and undertakes to inform the Provider of any changes without undue delay.

6.24 If the Advertiser fails to provide the information required by the Legal Regulations on Political Advertising in time, completely or accurately, or if such information is, in the reasonable opinion of the Provider, incomplete, inaccurate, or false, such Advertisement shall be considered an Inappropriate Spot (or Inappropriate Placement) with the consequences specified in Article 4.11 (or Article 5.6) of these General Terms and Conditions *mutatis mutandis*. The Advertisement shall also be deemed Inappropriate Spot (or Inappropriate Placement) if, in the reasonable opinion of the Provider, its publication could result in a breach of the Legal Regulations on Political Advertising.

6.25 The Provider is entitled to refuse, suspend or cancel the publication of the Advertisement and, at the same time, is entitled to partially or fully cancel the Binding Order and/or the Specific Order if: (i) the publication of the Advertisement could, in the reasonable opinion of the Provider, be in breach of the Legal Regulations on Political Advertising, (ii) the Advertiser fails to fulfill its obligations under the Legal Regulations on Political Advertising or these General Terms and Conditions or fails to provide the necessary cooperation including cooperation in the area of personal data administration and protection, (iii) the competent public authority decides on the suspension or prohibition of the publication of Political Advertising, or if (iv) continued publication could lead to imposition of sanctions or harm to the Provider. This shall not affect Articles 4.7, 4.11, and 5.6 of these General Terms and Conditions.

6.26 The Advertiser acknowledges that the Provider may have certain publication and archiving obligations under the Legal Regulations on Political Advertising, as well as the obligation to supply certain information to the competent authorities and other interested entities, and undertakes to cooperate with the Provider as necessary to fulfill these obligations.

6.27 The Advertiser shall be obliged to cooperate with the Provider to fulfill the obligations under the Legal Regulations on Political Advertising in connection with the personal data administration and protection obligations. In particular, the Advertiser shall supply the Provider with the necessary information and, at the Provider's request, shall conclude the necessary documentation.

6.28 The Advertiser is fully responsible for the compliance of the Advertisement, which is Political Advertising, with the Legal Regulations on Political Advertising. The Advertiser shall indemnify the Provider in connection with any and all claims of any nature asserted against the Provider by third persons in relation to the Advertisement that is Political Advertising, in particular claims asserted in connection with the Legal Regulations on Political Advertising, as well as all other costs incurred by the Provider in connection with the claims asserted by third persons within the meaning of this Article 6.28. The Advertiser shall further indemnify the Provider for any claims, losses, damages, costs, and sanctions incurred by the Provider as a result of: (i) a breach of the Advertiser's obligations under this Part H. of these General Terms and Conditions; (ii) supplying incomplete, inaccurate, or false information; (iii) a breach of the Legal Regulations on Political Advertising by the Advertiser; (iv) an imposition of sanctions on the Provider by the competent authority in connection with the Advertiser's Political Advertising, if the breach occurred in connection with the Advertiser's conduct or omission.

PART 7
TERMS AND CONDITIONS FOR PURCHASE OF PROMOTION ON TV CHANNELS OF OTHER PROVIDERS

7.1 In the event that the Provider is unable to meet the demand for placement of Promotion on TV Channels NOVA for capacity or program reasons, the Provider can offer to the Advertiser the placement of Promotion on TV Channels of Other Providers, provided it has this option. If such option is not available or the Advertiser refuses such option, the Provider shall be entitled to cancel the relevant Binding Order or Specific Order in entirety or partially. The Advertiser shall purchase the Promotion on TV Channels of Other Providers under the conditions specified by the Provider and communicated to the Advertiser and based on the contractual documentation concluded between the Advertiser and the Provider in writing. The price of one Gross Rating Point in Prime Time for an Advertising Spot with the duration of 30 seconds broadcasted on TV Channels of Other Providers shall not be lower than Reference CPP stated in the Binding Order concluded with the Advertiser for the respective Client and the respective Relevant Period. For avoidance of any doubts it is stated that (i) other parts of these General Terms and Conditions shall not apply to the purchase of Promotion on TV Channels of Other Providers, and (ii) the purchase of Promotion on TV Channels of Other Providers does not increase the total Order Volume purchased by the respective Advertiser.

7.2 If the Provider has the option, it may offer to the Advertiser the placement of the Promotion on TV Channels of Other Providers from the Provider’s group. The Advertiser purchases the Promotion on TV Channels of Other Providers from the Provider's group under conditions determined by the Provider and communicated to the Advertiser and based on contractual documentation executed in writing between the Advertiser and the Provider. For avoidance of any doubts it is stated that (i) other parts of these General Terms and Conditions shall not apply to the purchase of Promotion on TV Channels of Other Providers, with the exception of the purchase of Promotion on TV MARKÍZA INTERNATIONAL (for this purpose, TV MARKÍZA INTERNATIONAL shall be considered a TV Rating Channel, unless the Provider determines otherwise in specific case(s)) and (ii) the purchase of Promotion on TV Channels of Other Providers does not increase the total Order Volume purchased by the respective Advertiser.

PART 8
GENERAL AND FINAL PROVISIONS

8.1 In the event that a Binding Order or Specific Order is entered into between the Provider and the Advertiser, such Binding Order or Specific Order shall represent the complete agreement between the Provider and the Advertiser regarding the subject matter thereof and shall supersede any and all preceding contracts, agreements or arrangements, whether written or oral, regarding the subject matter of this Binding Order or Specific Order, except for other Binding Orders or Specific Orders concluded to date between the Provider and the Advertiser in the given Relevant Period.

8.2 The content of a Binding Order or Specific Order entered into between the Provider and the Advertiser may be amended only on the basis of a written agreement between the Provider and the Advertiser, signed by the Provider and the Advertiser.

8.3 A Binding Order or Specific Order may be validly concluded between the Provider and the Advertiser only if the relevant contractual party (offeree) accepts the proposal for conclusion of the Binding Order or Specific Order without any amendments or deviations.

8.4 The Provider shall be authorized to unilaterally amend these General Terms and Conditions, the Pricing Terms and Conditions and the relevant price lists setting out the basic parameters for determination of the Promotion Price; however, any relations arising under Binding

Orders or Specific Orders that have already been concluded shall not be affected by any such amendment.

8.5 All relations arising under these General Terms and Conditions, including relations arising under the Pricing Terms and Conditions, Binding Orders and/or Specific Orders, shall be governed by the laws of the Czech Republic. The application of Sections 1765 and 1798 to 1800 of the Civil Code is hereby expressly excluded.

8.6 These General Terms and Conditions, as well as the Pricing Terms and Conditions, are issued in both the Czech and English languages. In the event of any discrepancy between the Czech and English versions, the Czech version shall prevail.