

THE PRAGUE POST

General Commercial Conditions

effective from 7.7.2008

Prague Post, spol. s r.o., with the seat at Štěpánská 20, 110 00 Praha 1, Id. No. 61456144, Tax Id. No. CZ61456144, registered in the Companies Register maintained with the Municipal Court in Prague, Section C, Inset 27767, hereby issues, pursuant to the provisions of § 273 of the Law no. 513/1991 Coll., Commercial Code, as amended (hereinafter referred to as „Commercial Code“), the following

General Commercial Conditions for advertisement and sale of printed matters

(hereinafter referred to as „General Commercial Conditions“ or „GCC“)

1. Definitions

For the purposes of these General Commercial Conditions, the below terms shall have the following meanings:

- 1.1. **Publisher** - the trade company Prague Post, spol. s r.o., with the seat at Štěpánská 20, 110 00 Praha 1, Id. No. 61456144
- 1.2. **Advertiser** - a person (natural or legal person), or other entity placing an order for Advertising. The Advertiser can place an order for the Advertising for him/herself, or for a third person
- 1.3. **Customer** - a person (natural or legal person), or other entity purchasing the Press from the Publisher
- 1.4. **Parties/Party** - the Publisher and the Advertiser/Customer
- 1.5. **Advertising** - the following shall be considered an advertising:
 - a) a printed advertising (area advertising, line advertising) in the weekly The Prague Post, and/or its appendices, and/or in the publications Dining Guide, Luxury Hotel Guide
 - b) online advertising (banner advertising, online line advertising and hyperlinks) on the web site of the Publisher www.praguepost.com, and/or bol.praguepost.co
 - c) entries in printed productsAdvertising shall not be any editorial communication.
- 1.6. **Print/Printed products/Printed Matters** - the weekly The Prague Post, and/or the publications Dining Guide, Luxury Hotel Guide shall be considered to be the print/printed products/printed matters
- 1.7. **Entry** - an entry shall mean a material entered in the entire edition of any Press or part of any Press
- 1.8. **Agreement on advertising** - a commitment relationship established by executing an agreement on advertising, or in a manner as defined in these General Commercial Conditions
- 1.9. **Purchase Agreement** - a commitment relationship established by executing a written agreement on the mass sale of the printed matters, or in the manner as defined in these General Commercial Conditions
- 1.10. **Consignment agreement** - a commitment relationship established by executing a written agreement on the consignment sale of printed matters, or in the manner as defined in these General Commercial Conditions
- 1.11. **Agreement** - a common designation for the Agreement on advertising, Agreement on mass sale of printed matters and Agreement on consignment sale of printed matters
- 1.12. **Price of advertising** - the price of Advertising agreed upon in the Agreement, or in accordance with these General Commercial Conditions
- 1.13. **Purchase Price** - the price of the Press negotiated in the Agreement, or in accordance with these General Commercial Conditions

2. General provisions

- 2.1. These General Commercial Conditions shall govern the contractual relations between the Publisher and Advertiser on the performance of Advertising and between the Publisher and Customer on purchasing and selling the Press.
- 2.2. The contractual relationship of the Publisher and Advertiser shall be, in addition to these GCC, and the actually valid price list of the Advertising (hereinafter referred to as „Price List of Advertising“) governed by the technical conditions for Advertising (hereinafter referred to as „Technical Conditions“), the contractual relationship of the Publisher and Customer shall be, in addition to these GCC, governed by the actually valid price list of the sale of the Press (hereinafter referred to as „Price List of Press“).
- 2.3. These General Commercial Conditions shall be used every time when the Agreement or other contract in writing between the parties does not contain a different regulation. The individual provisions of these GCC can be modified or excluded in the Agreement.

3. Decisive right and legal regime

- 3.1. The contractual relationships between the parties shall be governed by the legal regulation of the Czech Republic.

- 3.2. Through executing the Agreement between the Publisher and Advertiser/Customer, the Parties shall accept that their mutual commitment relationship shall be, in accordance with the provisions of § 262 para 1 of the Commercial Code, governed by the mode of the Commercial Code, namely the provisions regulating a contract in accordance with § 536 et seq. of the Commercial Code (for the performance of Advertising), and the provisions regulating the purchase and consignment agreement in accordance with the Commercial Code (for the sale of the Press).

4. Purchase agreement

- 4.1. Through the Purchase agreement, the Publisher shall undertake to supply to the Customer the Press, and to transfer the title to it, and the Customer shall undertake to pay the Purchase price.
- 4.2. The execution of the Purchase agreement shall take place also upon the acknowledgement of the order of the Customer by the Publisher, or by accepting the offer of the Publisher by the Customer. The acknowledgement of the Order shall also mean the sending or handing over of the Press to the Customer in accordance with the order. The execution of the Purchase agreement shall also take place by assuming the Press by the Customer, and by acknowledging the delivery note by the Customer, or by taking over the Press by the Customer, and upon paying the same.

5. The purchase of the Press

- 5.1. The Publisher shall accomplish the sale of the Press in the form of mass sale or in the form of consignment sale.
- 5.2. The Publisher shall be obliged to provide periodical supplies of the Press to the Customer according to the periodicity of the Press to the locations of the purchase of the Press as defined in the Agreement. The Customer shall be obliged to take over the Press and pay the Publisher the purchase price, defined in the Agreement (and/or in the Price list of the press), for the taken over Press.
- 5.3. If the Customer requires a change to the number of the ordered pieces of the Press, it shall be obliged to notify the change in writing to the Publisher two days prior to the publishing of the Press concerned at the latest. Otherwise, the Publisher shall be entitled to supply the originally negotiated number of Presses to the Customer, and the latter shall be obliged to take over such a number of Presses, and to pay the Publisher for them.
- 5.4. The Publisher shall be obliged to notify the Customer of a delay, if any, of the delivery of the Press 24 hours prior to taking out the titling of the Press of the store at the latest. The same shall apply in the event of the full outage of the supply of the Press.
- 5.5. The Customer shall undertake to distribute the Press to its sale sites on the day of taking over the supply, and to make sure that the Press is on sale throughout the entire sale period (whereas the sale period, in case of the weekly The Prague Post and its appendices, shall mean 1 week from Wednesday to Wednesday, and in case of Dining Guide and Luxury Hotel Guide, 12 months from the delivery to the Customer).
- 5.6. The Customer shall have the right to object the differences in the quantity of the supplied Press within 3 working days from the taking over of the Press by way of claiming the same at the Publisher. Claims made later on shall be disregarded.
- 5.7. Unless agreed upon in the Agreement otherwise, the invoices for the Press taken over shall be issued on a monthly basis.
- 5.8. There shall be an exception from the above mentioned provisions in case of consignment sale, when the Publisher, on delivery of the Press to the place of the taking of the Press, takes over from the Customer the returned goods (remitenda) from the previous edition, and the same shall be regarded in the number of the actually taken pieces of the Press on charging for the taken Press.

6. Agreement on advertising

- 6.1. Through the Agreement on advertising the Publisher shall undertake to publish the Advertising, and the Advertiser shall undertake to pay the Price of the advertising.
- 6.2. The execution of the Agreement on advertising shall take place on the basis of a written agreement on advertising, the acknowledgement of the order of the Advertiser by the Publisher, and/or by accepting the offer of the Publisher by the Advertiser. Also the publishing of the advertisement shall be considered to be the acknowledgement of the order of the Advertiser.

7. Performance of the advertising

- 7.1. The Advertiser shall be obliged to furnish the Publisher with all data necessary for the publishing of the advertisement within the time period defined in the Agreement. Unless such period is defined in the Agreement, then by the date of the deadline in accordance with the time schedule of the deadlines, published at the web site of the Publisher.
- 7.2. In the event that the data supplied is incomplete or incorrect, the Advertiser shall be obliged to supply, upon the prompt from the Publisher, not later than on the date defined by the Publisher, or without unnecessary delay from the prompt from the Publisher, the complete and correct data.
- 7.3. The Advertiser shall provide the data for the Advertising by e-mail to the address of the appropriate person (trader) of the Publisher, with whom it agreed upon the Advertising, unless negotiated otherwise.

- 7.4. In the event that the Advertiser insists on using the incomplete or incorrect data, the Publisher shall assume no responsibility for possible defects of the published advertisement caused by the incomplete or incorrect data.
- 7.5. If the Advertiser delays the supply of the complete and correct data, the Publisher shall be entitled to require from the Advertiser damages caused by it, or shall be entitled to withdraw from the Agreement. In case that the Publisher withdraws from the Agreement for the above reason, the Advertiser shall be obliged and shall undertake to pay a contract penalty in an amount of 90% of the negotiated Price of the advertising.
- 7.6. The Publisher shall not be obliged to retain all the data for the publishing of the advertisement the Advertiser supplies to the Publisher. The publisher shall return it to the Advertiser only if it is agreed upon in writing at the time of taking over it.
- 7.7. The Advertiser shall take up the full responsibility for ensuring that the contents of the advertisement is correct, and that the contents does not contravene the generally applicable legal regulations, good manners and principles of fair business contact, and also that the publishing of the Advertising does not affect the rights and justified interests of third parties (the right for personality protection, right for legal person good reputation, copyrights, trade mark rights, etc.). The advertiser shall be obliged to and shall undertake, in case that the Publisher incurs damages, or other harm, due to the publishing of an Advertising, to compensate such damages (harm) in full. Damages shall mean also the costs incurred for the court or arbitration proceedings, including the costs of legal attorney, expert's fees, etc.
- 7.8. The Advertiser shall be fully responsible for ensuring that the required Advertising satisfies all requirements stipulated by the Laws of the Czech Republic and the European Union or any other jurisdiction of the country in which the concerned Press is in sale.
- 7.9. The Advertiser shall undertake that in case of publishing an Advertising containing the name or an image (photographic or other one) of any living person who can be identified, it has obtained the consent of such person for the publishing in the Advertising. In the event that, as a consequence of such publishing, claims are exercised against the Publisher, then the Advertiser shall undertake to pay in full all damages and expenses incurred by the Publisher.
- 7.10. The Publisher shall not take up the responsibility for the correctness of the data contained in the published advertisement, it shall not be obliged to examine whether third parties' rights are not violated by it, and shall not be responsible for the violation, if any, of them.
- 7.11. The Publisher shall not take up the responsibility for the defects and mistakes which occur in the copies of the materials supplied by the Advertiser (claims, if any, shall however not constitute the grounds for the failure to fulfil the liability of the Advertiser to duly and timely pay the negotiated Price of advertising).
- 7.12. In addition the Publisher shall not take up the responsibility for modifications to the copies of the Advertising (repeated publishing) unless they are confirmed in writing by the deadline as defined in the present GCC. If the Publisher grants the consent to the publishing of an advertisement copy after the set date, it shall not take up the responsibility for the corrections of mistakes which are not recorded by the set date when they are possible to be corrected. The Publisher shall be entitled to charge additional expenses incurred as a consequence of such modifications. The Publisher shall not be responsible for a mistake recurring in the advertisement which is supposed to be published more than once, unless such a mistake is recorded before the re-publishing of it on the date when such a mistake can be still corrected.
- 7.13. In case that advertisement copies (for repeated publishing) are not supplied in time before the final deadline for the publishing the Publisher shall have the right to repeat the last version of the used copy or such materials which are available. The Advertiser shall be then liable to pay the originally negotiated Price of advertising.
- 7.14. Unless the date for the publishing of an Advertising is expressly agreed upon, then it shall be at the discretion of the Publisher. Unless a certain location of the Advertising is expressly agreed upon, then the location shall be at the discretion of the Publisher.
- 7.15. The Publisher shall reserve the right to the identification of the Advertising.
- 7.16. The Publisher shall not be obliged to check the adequacy of the location of the advertisement in respect to the editorial text or other Advertising.
- 7.17. The booking of an Advertising at the printed Advertising shall either result directly from the Agreement, or shall be made in writing, or electronically to the seat of the Publisher 9 calendar days prior to the date of publishing at the latest. The cancellation of the booking shall be made by the Advertiser in writing, or electronically to the seat of the Publisher. In case of the cancellation of the booking 7 calendar days prior to the publishing the Advertiser shall be obliged and shall undertake to pay to the Publisher a contract penalty in an amount of 100% of the Price of the advertising.
- 7.18. In case of an Advertising in the form of an entry into the Press, the Advertiser shall be obliged, within a period of at least 15 calendar days prior to the date of the planned entry, to deliver to the Publisher at least 2 pcs of the specimen printout of the entry for approval whether the entered material satisfies the conditions of the Publisher for the entry in the Press. Upon approval of the material, the Publisher shall advise the Advertiser of the location for the delivery of the entry. The entry shall be delivered to the location of the entry by the Advertiser by 12,00 o'clock at the latest two working days prior to date of the issue for which the entry was intended.

7.19. Online Advertising shall be delivered to the seat of the Publisher at least 5 calendar days prior to the scheduled date of publishing.

8. Technical conditions of advertising

- 8.1. The Advertising shall comply with the applicable Technical conditions of advertising, otherwise the Publisher shall take up no responsibility for the result.
- 8.2. The Technical conditions of Advertising (particularly the dimensions, size) shall be part of these General Commercial Conditions, and their actual wording shall be published at the web site of the Publisher.
- 8.3. The costs for the modification of wrong, incomplete, or dimension-wise inconsistent data for the Advertising shall be borne by the Advertiser.

9. The price of the advertising, Purchase price, payment terms

- 9.1. The price of the advertising/Purchase price shall be defined in accordance with the Price list of the advertising/Price list of the sale of the press of the Publisher.
- 9.2. The Price list of the advertising/Price list of the press shall be part of these General Commercial Conditions, and its updated version is published on the web site of the Publisher. The publisher shall be entitled to change at any time the Price list of advertising/Price list of the press.
- 9.3. The Price list of advertising/Price list of the press shall contain the prices and discounts or fees, if applicable, with specifying whether or not they include the appropriate VAT.
- 9.4. The price for the publishing of a specific Advertisement (the Price of advertising) shall be determined by the executed Agreement and, unless it is expressly agreed upon in it, the Advertiser shall be obliged to pay the Price for advertisement in accordance with these General Commercial Conditions and the applicable Price list of the advertising of the Publisher. The Price for the sale of the Press (Purchase price) shall be defined by the executed Agreement and, unless it is expressly agreed upon therein, the Advertiser shall be obliged to pay the Purchase price in accordance with these General Commercial Conditions and the applicable Price list of the press of the Publisher.
- 9.5. The Advertiser/Customer shall be obliged to pay the Price of advertising/Purchase price on the basis of a tax document-invoice issued by the Publisher. The Publisher shall be entitled to issue a tax document-invoice (hereinafter referred to as „invoice“) on the day following the day of the publishing of the advertisement (in case of the sale of the Press after the end of the calendar month, in which the taking of the Press occurred). The Advertiser shall be obliged to pay for the Price of advertising/Purchase price by bank transfer to the account of the Publisher or in cash within 14 calendar days from the date of the issue of the invoice, unless a different due date is specified in the invoice. The invoice shall be submitted or delivered to the Advertiser/Customer or to the address of the Advertiser/Customer indicated in the Agreement. In doubts it shall be understood that the invoice has been delivered to the Advertiser/Customer on the third day of sending the same (in such cases the day of sending shall mean the following day after the issue of the invoice).
- 9.6. The Advertiser/Customer shall be obliged to identify the payment to the Publisher with a variable symbol defined in the invoice. The payment without the identification of the variable symbol, with improper or incomplete variable symbol, i.e. an unidentified payment shall be deemed as unpaid payment with all consequences resulting from the latter.
- 9.7. In case of delay of the Advertiser/Customer with the payment of the Price of the advertising/Purchase price or part of it, or any other liability arising out of the Agreement, and/or these General Commercial Conditions (hereinafter also as „outstanding amount“), the Advertiser/Customer shall be obliged and shall undertake to pay to the Publisher a negotiated interest for overdue payment in an amount of 0.1% a day of the outstanding amount commencing on the day following the due date until payment is made.
- 9.8. In case of delay by the Advertiser/Customer with the payment of the Price of the advertising/Purchase price or part of it, or any other liability resulting from the Agreement and/or these General Commercial Conditions by more than 21 calendar days, the liability of the Advertiser/Customer to pay the Publisher a negotiated penalty in an amount of CZK 400 for every sent, even though undelivered „advocacy reminder“ shall be determined by agreement of the Parties. Such negotiated penalty shall be charged through such reminder, and the Advertiser/Customer shall be obliged to pay it within a period defined therein. Providing that the Advertiser/Customer pays the outstanding amount, including such negotiated penalty within the period defined in the reminder, the Publisher shall not claim the payment of the interests for overdue payment in accordance with the provisions of art. 9.7. of the GCC.
- 9.9. In case of delay by the Advertiser/Customer with the payment of the Price of advertising/Purchase price or part of it, or any other liability resulting from the Agreement and/or these General Commercial Conditions by more than 30 calendar days, then on the day following the day of the expiry of such period the Publisher shall have right toward Advertiser/Customer to claim for (i) a negotiated penalty at a percentage value of the outstanding amount, specifically from the outstanding amounts from CZK 100.00 to CZK 999.00 per negotiated penalty in an amount of 50% of the outstanding amount, in case of the outstanding amounts from CZK 1,000.00 to CZK 7,000.00 per negotiated penalty in an amount of 10% z outstanding amount, however as a minimum of CZK 500.00, and for outstanding amounts over CZK 7,000.00 per negotiated penalty in an amount of 10% z outstanding amount, however a minimum of CZK 1,000.00, for breaching the liability of the Advertiser/Customer to meet the liabilities duly and in

time, and in addition (ii) the claim for the negotiated penalty in an amount of 2% of the outstanding amount, however a minimum of CZK 200 (lump sum compensation for the expenses of the Publisher incurred for the activity of a third person, who provides for the Publisher the administration, exercising and claiming the receivables). Both of these negotiated penalties the Advertiser shall be obliged to and undertake to pay within 3 (three) calendar days from the date of the establishment of the entitlement for them.

- 9.10. The claiming of interests for overdue payment, and/or the negotiated penalties by the Publisher, and/or the payment of interests for overdue payment and/or the negotiated penalties by the Advertiser/Customer shall not release the Advertiser/Customer from the obligation to pay the outstanding financial liability towards the Publisher, and this shall not impair the right of the Publisher to claim the damages, and the Publisher shall be entitled to claim also the damages exceeding the negotiated penalty. The Advertiser/Customer shall be obliged to pay the negotiated penalty regardless of the blame. The circumstances excluding the responsibility for breaching the obligation of the Advertiser/Customer shall not affect the obligation to pay the negotiated penalty.
- 9.11. The Publisher shall be, regardless of other definition by the Advertiser/Customer, entitled to set off the payments of the Advertiser/Customer first to the claims, if any, of the Publisher from the interest for overdue payment, costs for proceedings, negotiated penalties, damages and thereafter to the principal of the receivable in the order of the due dates. For such case, the Advertiser/Customer is made aware, accordingly, and shall agree to it.
- 9.12. In the case that the Advertiser is in delay with the payment of the Price of advertising, the Publisher shall have the right to suspend accepting other orders of the Advertiser or publishing other advertisement having been ordered by the Advertiser until the time of the payment in full of the charged Price for advertising, the Advertiser is in delay with paying for. In the case that the Customer is in delay with the payment of the Purchase price, the Publisher shall have the right to suspend the supply of the Press ordered by the Customer, until the time of the payment in full of the charged Purchase price of the Press, the Customer is in delay with paying for.
- 9.13. The Advertiser shall be obliged to pay the Price of advertising even in case that it notified the Publisher of defects to the Advertising, and when it exercises claims from the defects to the Advertising. Providing that the Publisher recognizes the defects of the Advertising and grants the Advertiser a discount from the Price of the advertising, the Publisher shall return to the Advertiser the monetary amount equalling to the amount of the discount from the Price of the advertising.
- 9.14. In the event that the Advertiser is entitled to a discount from the Price of advertising, which was granted to it, and is in delay with the payment of the Price of advertising, the Publisher shall have the right to require from the Advertiser the negotiated penalty in an amount of the granted discount from the Price of advertising, the Advertiser is in delay with paying for.
- 9.15. The Publisher shall reserve the right for the payment of an advance for the Price of advertising prior to publishing it up to an amount of 100% of the Price of advertising. For the payment of the Price of advertising the Publisher shall issue to the Advertiser a pro forma invoice which shall be payable within 14 calendar days prior to the date of the publishing of the advertising. Unless the payment of the invoice is made the Publisher shall reserve the right for not publishing the advertising.

10. Refusing of advertising

- 10.1. The Publisher shall reserve the right to refuse publishing an Advertising:
 - 10.1.1. in the event that the data for the Advertising or specified Advertising does not comply with the executed Agreement, or these General Commercial Conditions, and/or the Technical Conditions of advertising,
 - 10.1.2. in cases when, even if in Publisher's opinion, the Advertising is, through its contents or its form contrary to the generally applicable legal regulations or rights of third parties (or if the contents of the Advertising could lead to unfair competition or similar dealing, or if it contains fraudulent, misleading or untrue information or declarations),
 - 10.1.3. in the event when the Advertising could, through its format or design invoke an impression at the readers that it is part of the Press, notification of the Publisher or an editorial text,
 - 10.1.4. which will intervene the rights and justified interests of the Publisher, or will deteriorate, or could damage the goodwill of the Publisher,
 - 10.1.5. in the case when the Advertiser is in delay with the performance of its obligations towards the Publisher,
- 10.2. In addition, the Publisher shall have the right to refuse publishing an advertisement without giving a reason.
- 10.3. Its decision on the refusal of an Advertising the Publisher shall notify to the Advertiser without unnecessary delay.

11. Withdrawal from the agreement by the Publisher

- 11.1. The Publisher shall be entitled not to execute the Agreement or to withdraw from the Agreement:
 - 11.1.1. in the cases when reasons for the refusal of Advertising are given in accordance the provisions of art. 10 of these GCC
 - 11.1.2. in the event that justified doubts arise as regards the solvency of the Advertiser

- 11.1.3. if, in case of advance payment (provisions of art. 9.16. of the GCC), the full amount of the Price of advertising is not credited on the defined due date to the bank account of the Publisher
- 11.2. The withdrawal from the Agreement shall be made in the form of a written notification on withdrawal, which shall be delivered to the Advertiser. The withdrawal shall take effect on delivery.
- 11.3. The Publisher shall not take up the responsibility for damages, if any, caused to the Advertiser by not executing the Agreement or due to the withdrawal from the Agreement.
- 11.4. In the event of the withdrawal from the Agreement the Publisher shall have the right to claim from the Advertiser the negotiated penalty in an amount of the granted discount from the Price of the advertising for the already printed advertisement.

12. Withdrawal from the agreement by the Advertiser

- 12.1. The Advertiser shall have the right to withdraw from the Agreement, even without giving reasons.
- 12.2. Withdrawal from the Agreement shall be made in the form of written notification on withdrawal, which shall be delivered to the Publisher. The withdrawal shall be effective upon delivery.
- 12.3. Withdrawal of the Advertiser from the Agreement within 30 calendar days prior to the publishing is not subject to penalty.
- 12.4. In the event that the Advertiser withdraws from the Agreement in a period of 29 thru 9 calendar days prior to the publishing of the advertisement, the Advertiser shall be obliged to and shall undertake to pay to the Publisher the negotiated penalty in an amount of 50% of the negotiated Price of the advertising.
- 12.5. In the event that the Advertiser withdraws from the Agreement in a period of 8 thru 2 calendar days prior to the publishing of the advertisement, the Advertiser shall be obliged to and shall undertake to pay to the Publisher the negotiated penalty in an amount of 100% of the negotiated Price of the advertising if the advertising printed on art paper, or in an amount of 75% of the negotiated Price of the advertising in all other cases (the fact about which paper the advertising is printed on is indicated in the Price list of the Advertising).
- 12.6. In the event that the Advertiser withdraws from the Agreement in a period shorter than 2 calendar days prior to the publishing of the advertisement, the Advertiser shall be obliged to and shall undertake to pay to the Publisher the negotiated penalty in an amount of 100% of the negotiated Price of the advertising.
- 12.7. In the event that the Advertiser withdraws from the Agreement on repeated publishing the Advertising, the Advertiser shall be obliged to and undertake to pay to the Publisher the negotiated penalty in an amount of the difference between the negotiated Price of the advertising and the Price of the advertising for a single printing, for any advertisements which were published on the basis of agreement on repeated printing of advertisements.

13. Claims, replacement performance

- 13.1. The Publisher shall be responsible only for proven defects of the published advertisement. The published advertisement shall have no defects in case that with its contents and design complies with the Agreement or the order of the Advertiser and the data provided by the latter.
- 13.2. The Advertiser shall be obliged to notify in writing to the address of the seat of the Publisher or by email to the authorized person (trader) of the Publisher the defects of the advertisement to the Publisher within a period of 10 calendar days of the publishing of it, otherwise the claims of the Advertiser shall be nullified.
- 13.3. If the publishing of an advertisement with a defect materially violates the Agreement, then the Advertiser shall be entitled to a reasonable discount from the Price of the advertising or to a new publishing of a defect-free advertisement, unless agreed upon by the parties otherwise. The right of the option shall be at the discretion of the Publisher.
- 13.4. If the publishing of an advertisement with a defect immaterially violates the Agreement the Advertiser shall have no entitlement resulting from the defects of the advertisement.

14. Protection of the data

- 14.1. The Advertiser/Customer shall expressly and irrevocably agree that the Publisher shall be entitled, in accordance with the applicable generally valid legal regulations, particularly Law no. 101/2000 Coll., on protection of personal data, to process all information and data, which was provided voluntarily by the Advertiser to it in connection with the Agreement.
- 14.2. The Publisher shall be entitled to provide such information to third persons who have been authorized by the Publisher to perform any of its legal or contractual liabilities, and/or to apply and administer the receivables on the Advertiser/Customer.
- 14.3. The Publisher hereby informs every Advertiser/Customer - a natural person, who provided his/her personal data for processing, of his/her rights resulting out of Law no. 101/2000 Coll. on protection of personal data, i.e. particularly about the fact that the disclosing of such data is voluntary, and that the Advertiser/Customer shall have the right to the access to it. In the event that the Advertiser/Customer - a natural person provides the Publisher with data on his/her Citizen's Card Index number, he/she shall agree that the Publisher uses such Citizen's Card Index number for the purposes of the filing of

Agreements and of the provided performances, and that it archives, processes and uses them for such purposes.

15. Delivering

- 15.1. The delivering of writings between the Parties shall be governed by the following principles:
- 15.1.1. The Advertiser/Customer shall send writings to the Publisher to the address of its seat.
 - 15.1.2. The Publisher shall send writings to the Advertiser/Customer to the address specified in the Agreement, and/or to other address notified to it by the Advertiser/Customer.
 - 15.1.3. In case that writings are sent to the Advertiser/Customer as registered mail, the delivery shall be considered to be delivered on the day:
 - a) on the third day following the sending of the consignment, unless proven otherwise
 - b) on the day of the refusal to accept the consignment by the Advertiser/Customer
 - c) on the last day of the deposit period unless the Advertiser/Customer collects the consignment despite the notification of the Post Office, even if the Advertiser/Customer did not know about the depositing
 - d) on the day when the Publisher is notified of the fact that the Advertiser/Customer could not deliver the consignment for the reason that it does not stay at its address designated for the delivery of the writings, and for such a reason the consignment was returned by the Post.

16. Arbitration clause

- 16.1. The parties agreed upon that disputes arising out of the commitment relationships from the Agreements and/or of these General Commercial Conditions shall be settled in the arbitration proceedings by the Arbitrator - a member of the Association for the arbitration proceedings with the seat at Vinohradská 89, 120 00 Praha 2, Id. No.: 26639971 - in accordance with Law no. 216/1994 Coll. and in accordance with the Rules of procedure of arbitration proceedings (Jednací řád rozhodčího řízení) and the Regulation on the costs of arbitration proceedings (Směrnice o nákladech rozhodčího řízení), issued by the Association for arbitration proceedings, published at the internet address: www.asociace-rozhodci.cz.

17. Other provisions

- 17.1. The Advertiser/Customer that has in place with the Publisher a written Agreement for the indefinite period shall be obliged to notify in writing the Publisher of a change to its identification data which is the essential part of the Agreement within 10 calendar days of the date of the effect of such change at the latest. They particularly include a change to the name and surname, or trade firm/name, legal form, seat/place of business or place of residence, Id. No., Tax Id No., change of the acting persons, telephone numbers. In case of failure of such liability, the Advertiser/Customer shall assume the responsibility for possible damages incurred due to the non-performance of such its obligation.
- 17.2. If the date of the performance of the obligation of the Advertiser to supply a certain thing or data to the Publisher falls on a bank holiday, then the Advertiser shall be obliged to perform its obligation on the day which precedes such a day.
- 17.3. On no account the Publisher shall take up the responsibility for damages which were not caused by the Publisher, and for damages caused by circumstances excluding the responsibility or by Force Majeure events.

18. Final provisions

- 18.1. The Publisher shall be entitled to cancel, amend or modify the General Commercial Conditions. The Publisher shall be obliged to notify such change or modification to the Advertiser/Customer at the internet site of the Publisher: www.praguepost.com, at least 30 calendar days before the modified or amended General Commercial Conditions take effect. Unless the Advertiser/Customer at the latest within 10 calendar days prior to the date of force of the change or amendment to the General Commercial Conditions notifies in writing the Publisher of its disagreement with the wording of the modified or amended General Commercial Conditions, then such change shall be deemed to be approved by the Advertiser/Customer, and shall be valid and effective towards the Advertiser/Customer on the date of force of the change to the General Commercial Conditions.
- 18.2. The legal relationships between the Publisher and Advertiser/Customer shall be always governed by the General Commercial Conditions, effective at the time of the execution of the Agreement.
- 18.3. The relevant parts of the Agreement, and/or the General Commercial Conditions shall be valid until the time of the full settlement of the rights and liabilities between the Publisher and Advertiser/Customer.
- 18.4. In the event that any of the provisions of these General Commercial Conditions, and/or the Agreement becomes invalid, ineffective or unenforceable, then such a circumstance shall not impair the validity, effect and enforceability of these General Commercial Conditions.
- 18.5. The Advertiser/Customer shall acknowledge that it has made itself familiarized with the wording of the these General Commercial Conditions, agrees to them, considers them clear, understandable and definite and agrees to the fact that these commercial conditions shall become integral part of the

Agreement and recognizes that these commercial conditions are, in accordance with the provisions of § 273 of the Commercial Code, binding for the regulation of the relationships of the Parties.

18.6. A change to the rights and liabilities from the executed Agreement, as well as the assignment of the rights and liabilities of the Advertiser/Customer from such Agreement shall be subject to the consent of the Publisher.

19. Effect and force

19.1. These General Commercial Conditions shall take effect and come in force on 1.7.2008. The contractual relationships established prior to these General Commercial Conditions took effect shall remain in force and shall be governed by the commercial conditions applicable at the time of establishing them.

19.2. The valid version of these General Commercial Conditions is available at the seat of the Publisher, and is published at the web site of the Publisher - www.praguepost.com.

19.3. In case of a controversy in the language versions of these General Commercial Conditions the General Commercial Conditions in the Czech language shall be ruling.

In Prague on 4.7.2008

Za Prague Post, spol. s r.o.

Monroe Luther, v.r.
Executive

Prague Post, spol. s r.o.

a company registered in the Companies Register maintained with the Municipal Court in Prague, Section C,
Inset 27767

with the seat at Štěpánská 20, 110 00 Praha 1
Id No. 61456144