

Article 1

Introductory Provisions

General business conditions of **SOFFA, s.r.o.** Company, registered in the Business Registry maintained by the Municipal Court in Prague, Section C, Enclosure 227076, location: Prague 5, Smíchov, Drtinova 557/10, POSTAL CODE: 150 00, ID No.: 030 55 671.

These General Business Conditions (“**GBC**”), in accordance with Par. 1751 of Act No. 89/2012 Coll., the Civil Code (“the Civil Code”), are an integral part of contracts on advertisement, orders, orders for or agreements on providing services which the company listed in Article 1 enters into with its clients (hereafter referred to as “**Contract**”). SOFFA, s.r.o., enters into every contract as a publisher (hereafter referred to as the “**publisher**”), and the customer, as the client (hereafter referred to as “**client**”).

These General Business Conditions also include publisher’s current price lists, technical specifications, regulations for the editorial and advertising pages, and special advertising attachments relating to periodicals issued by publisher; whereas all of the above-mentioned documents are accessible via remote communication means on publisher’s website, www soffamag.com/vop (hereafter referred to collectively as “**Other Conditions**”). By signing the contract, client affirms that he has become acquainted with the wording of these GBC and Other Conditions, and that these GBC and Other

Conditions constitute the complete contract of the Contracting Parties and are an integral part of the Contract.

Article 2

Services

Publisher is an organizer or co-organizer of social, business, cultural and other similar events (hereafter referred to as “**Events**”) and provides client the service of organizing them as turnkey events, as well as services consisting of providing any part of organizing such an Event or promoting and advertising services in connection with the Event (hereafter referred to as “**Services**”). The extent of Services for a given Event is established in the Contract.

Details for Advertisement and Services

Client is obliged to provide publisher with all details necessary for publishing the advertisement and providing Services which are listed in the Contract and Other Conditions in the timeline stipulated in the Contract, and if the timeline for submitting the details is not stipulated in the Contract, then within three (3) business days from its conclusion. Client undertakes to deliver the details for advertisement and for the Service in both printed and electronic form. With each delivery of details, client always declares and assures publisher that these details are not, and the advertisement or Services based on them will not, be at odds with a legal regulation, nor will it violate the rights of third parties. In the event that a third party lodges any claim against publisher in connection with the content or form of

the advertisement or of Services, or if any authority takes any action against publisher in the same connection, client is obliged to defend publisher at his expense against such claims or actions and compensate him in connection with their consequences. This also includes the obligation to initiate proceedings, and/or to enter into initiated proceedings or to support publisher in them, or the obligation to pay a reasonable deposit with publisher upon his request, which shall be deemed justified by publisher due to the nature and extent of the claims lodged or the subject of the proceedings. Client acknowledges that publisher will not assess the details for the advertisement and for the Service from the legal point of view, relying on the declaration of client made in the previous paragraph of this article 2. Notwithstanding, publisher has the right to reject the details and require client to modify them if they are quite evidently at odds with legal regulations or if they will not meet the conditions established by the Contract or by the GBC or Other Conditions. Client is obliged to modify the details for the advertisement or the Service within three (3) business days from publisher’s request; if he violates this obligation, publisher has the right to withdraw from the Contract.

In the event that client will ask for a change in the advertisement or Services after having submitted the details to publisher, publisher may allow the change in the advertisement or Services. If he does so, publisher has the right to require client to pay an additional remuneration for the advertisement in the amount of 3% of the remuneration for the advertisement negotiated in the Contract, but no less

than 500 CZK and, if applicable, the cost of the change of Services substantiated by this change. Publisher acquires ownership of the details for the advertisement and for Services upon receiving them from client and has the right to destroy them after publishing the advertisement and after the Event is over.

Article 3 Publishing an Advertisement

Publisher is obliged to publish the advertisement in accordance with the Contract, whereas if the Contract does not contain a specification for the placement of the advertisement, publisher has the right to publish the advertisement based on his judgment and on the possibilities of the periodical in question. In such a case, client is obliged to pay the cost of the advertisement based on its actual placement; if the Contract contains a specification for the placement of the advertisement, publisher is obliged to publish the advertisement in the earliest issue of the periodical in question, in which it is possible to place the advertisement in this way. Publisher has the right to modify the format of the advertisement in such a way that it will be compatible with the format of the periodical in which it is to be published. Publisher also has the right to designate the advertisement as an advertisement with an assigned advertisement number.

Publisher guarantees that the quality of the advertisement will correspond to the quality of the print of the periodical in question and to the details submitted by client.

Article 4 Cost of Advertisement and of Services and Payment Terms

If the cost of the advertisement or of Services is not negotiated in the Contract, client is obliged to pay the cost of the advertisement or of Services as it is listed in the current price lists within the meaning of Article 1 of the GBC. Unless agreed to otherwise in the Contract, the price of the advertisement or of Services is negotiated as the base price, i.e. without added discounts or additional charges and before Value Added Tax.

Unless the Contracting Parties agree otherwise, client is obliged to pay the cost of the advertisement or of Services prior to its being published or before the Event, from the deposit invoice issued by publisher. If client does not pay the cost duly and on time, publisher has the right to withdraw from the Contract. In such a case, publisher's obligation to publish the negotiated advertisement and execution of the Event expires, and client is obliged to compensate publisher for any costs demonstrably paid that have accrued in connection with providing the advertisement or Services.

Client is not entitled to a discount in the cost of the advertisement or of Services if this discount is not expressly negotiated in the Contract. If the Contracting Parties have agreed to a discount for advertisement or Services, this agreement about the discount automatically expires at the moment when client is in arrears with payment of the negotiated price. In such a case, client is obliged to pay the cost of the advertisement or of Services without the negotiated discount.

Client's obligation to pay any sum of money is fulfilled at the moment this amount is credited to publisher's account. The day on which the taxable payment is due is the day on which the advertisement is published or the day on which the Event takes place.

Article 5 Responsibility for Defects in the Advertisement

Client is obliged to inform publisher of a defect in the advertisement no later than within fourteen (14) days from the publication of the advertisement. If a recurring publication of the advertisement was negotiated in the contract for the advertisement, and if client did not inform publisher of the defects in this advertisement within the timeframe in accordance with the foregoing sentence after its initial publication, client may not lodge claims based on the defects in subsequent publications of the same advertisement. If publisher does not publish the advertisement in the timeframe negotiated in the Contract or the timeframe specified based on these GBC, client has the right to require publisher to publish the advertisement in the earliest subsequent periodical in which this will be technically feasible. Client must use this right no later than within fourteen (14) days from the day on which the advertisement should have been published. Article 3 of the GBC shall be applied similarly.

If publisher does not publish the advertisement in the quality negotiated in the Contract or the quality specified based on these GBC, client is entitled to either a replacement publication of the advertisement within the meaning of the

previous paragraph of this Article 5, or to a commensurate discount in the price of the advertisement. A discount in the advertisement, if applicable, or the amount of this discount, shall be determined by the difference between the original negotiated price of the advertisement and the price determined based on these GBC, or based on the current price list. The choice of the method used to deal with the responsibility for errors is up to publisher.

Other claims based on the responsibility for defects are excluded.

A variation in the size of the published advertisement in the range of 0.5% is not a defect in the advertisement. Publisher is also not responsible for a technological error in implementing the advertisement which causes a defect in less than 1% of the publications of a specific advertisement or a missing enclosure in less than 1% of the ordered number of enclosures in the issue affected.

Responsibility for Defects in Services

Client is obliged to inform publisher of defects in the services provided by publisher in the course of rendering Services so that these can be removed by publisher while they are still in progress, or so that the harm caused by them can be mitigated, or they can be prevented. However, client is entitled to file a claim due to a defect no later than 2 days from the end of rendering of Services, provided that in the case of a claim filed only after the rendering of Services, the question will be considered of whether a claim filed during the rendering of Services would mitigate the consequences of the defect, or whether the defect could have been entirely removed, and

based on such an assessment, claims based on defects and claims for compensation of damages may be reduced or denied.

Publisher is not responsible for damage caused during the Event to client's property, the property of his business partners, guests, employees as well as other persons who are participating in any way in the Event, with the exception of cases where publisher has accepted it for safekeeping with a written confirmation.

Article 6

Withdrawal from the Contract

Publisher has the right to withdraw from the Contract, if it is so stipulated by these GBC, by general legal regulations, and also in the event that client declares bankruptcy or is found to be in bankruptcy by a court.

Client is entitled to withdraw from the Contract in the event that publisher declares bankruptcy or is found to be in bankruptcy by a court.

Withdrawing from the Contract Relating to Advertisement

Client is also entitled to withdraw from the Contract prior to publication of the advertisement within the meaning of Par. 1992 of the Civil Code, in the current version, under the following conditions and upon paying publisher the withdrawal fee established below:

– if withdrawing from the Contract four (4) weeks and less prior to the negotiated deadline for publishing the

advertisement, by paying an amount equal to 100% of the agreed-upon price of the advertisement;

– if withdrawing from the Contract more than four (4) weeks prior to the negotiated deadline for publishing the advertisement, by paying an amount equal to 50% of the agreed-upon price of the advertisement.

Withdrawing from the Contract Relating to Services

Unless stipulated otherwise, client is also entitled to withdraw from the Contract prior to the negotiated timeframe of rendering Services (unless stipulated otherwise, this timeframe is understood to be the day on which the Event in question takes place, or the first day of its taking place, in the case of Events lasting more than one day) based on payment of the withdrawal fee established below to publisher:

– if withdrawing from the Contract four (4) weeks and less prior to the negotiated timeframe of rendering Services, by paying an amount equal to 100% of the negotiated price of Services;

– if withdrawing from the Contract more than four (4) weeks prior to the negotiated timeframe of rendering Services, by paying an amount equal to 50% of the negotiated price of Services.

Publisher reserves the right to change the instructor, the themes, the dates and locations of holding the Event or cancelling the Event due to organizational or technical reasons or for reasons caused by a *force majeure*. Client will be informed of all changes in a timely manner prior to holding the Event, either in writing, by telephone or by email.

Article 7

Confidentiality

The Contracting Parties have agreed that all information that they have exchanged when entering into and subsequently fulfilling this contract is protected as confidential information within the meaning of Par. 1730 of the Civil Code, in the current version, unless the informing party tells the receiving party that certain information shared is not confidential.

Article 8

Contractual Penalties

In the event that client violates his obligation to deliver modified details to publisher within the meaning of Article 2, the third paragraph of the GBC, he is obliged to pay publisher a contractual penalty in the amount of 1000 CZK for each partial day of default. In the event that any declaration of the client listed in Article 2, Paragraph 2 of the GBC turns out to be untrue or incomplete, publisher is entitled to charge client a contractual penalty in the amount of 50,000 CZK for every such instance of an untrue or incomplete declaration. In the event of a delay in fulfilling the financial obligation, client is obliged to pay publisher a contractual penalty in the amount of 0.05% of the amount due for each partial day of default. The occurrence of the obligation to pay a contractual penalty, or the payment of it, does not affect the right to compensation for financial or non-financial damage caused by violation of the obligation established by the contractual penalty.

Article 9

Responsibility for Damages

Client acknowledges and agrees that publisher's responsibility for any damage that arises in connection with fulfilling the Contract is limited to a total amount of 10,000 CZK. At the same time it is negotiated that client is not entitled to compensation for lost earnings. The negotiated limit for compensation of damages based on this article is not valid in the case of damage caused intentionally or by gross neglect.

Article 10

Special Agreement on Advertisement in Electronic Media

The stipulations of this article shall be used in the event that an advertisement is to be published in electronic media. In the event of a discrepancy in stipulations between this article and other stipulations of these GBC, this stipulation of this article shall take precedence. Client is obliged to submit the details for the advertisement to publisher only in electronic format. The day on which the taxable payment is due is the last day of publication of the advertisement. If the advertisement is published for a period longer than one calendar month, publisher is entitled to issue a tax document for the cost of the advertisement at the end of each calendar month in which the advertisement was published, whereas the day on which the taxable payment is due is the last day of each month during which the advertisement was published; the day on which the taxable payment is due in the last month in which the advertisement was published shall be determined by the first sentence.

Client and publisher have agreed that the traffic at the online advertisement shall be measured by publisher's internal

advertising system, displaying the statistics of the number of displays and clicks on ads to which publisher allows client unpaid access. Client and publisher have agreed that for the purposes of establishing claims for responsibility for errors, the results of this advertising system shall be conclusive, and any discrepancies in the statistics of the measurement on the part of client and publisher shall be compensated by publisher to a maximum amount of 10%.

The deadline for pointing out an error in the advertisement is three (3) business days from the last day of its publication. In the event that the number of so-called impressions of the advertisement does not reach the amount negotiated in the Contract, client has the right to either a substitute fulfillment or to a discount in the cost of the advertisement, whereas the choice of fulfillment is up to publisher. Substitute fulfillment shall be provided in the amount of the unused number of so-called impressions multiplied by 1.15. The amount of the discount in the cost of the advertisement shall be established as the difference between the actually fulfilled number of so-called impressions and their number stipulated in the Contract.

Copyright Negotiations and the Sending of Business Communications

Publisher has the right to acquire photographs and audio or video recordings at the Event and to place these on its website as well as on its other promotional materials (printed advertisements, presentational brochures, placement in media). Client is not entitled to any compensation for such use. Publisher shall provide client, upon his request,

photographs and audiovisual recordings for a fee negotiated between the Contracting Parties.

Client agrees that publisher has the right to use the email address provided by him when entering into or fulfilling the Contract to send business communication containing information about news, organized events or to offer services of publisher or third parties, and this in accordance with Par. 7 of Act No. 480/2004 Coll., in the current version, along with Par. 5 No. 101/2000 Coll. If client does not wish to receive further electronic business communications, he is entitled to unsubscribe from receiving them at any time, without charge, by using the Unsubscribe link in the footer of every email containing business communications.

Article 11 Termination of the Contract

Aside from the cases of withdrawing from the Contract listed in Article 6 of the GBC, it is also possible to terminate the Contract by an agreement of the Contracting Parties.

Publisher has the right to cancel the contract that has been entered into for an indefinite period or which assumes that it will be fulfilled repeatedly or over a long period of time, and this even without giving a reason, with a cancellation period of three (3) days, which begins on the day following the day on which the cancellation was delivered to client.

Article 12 General Contractual Stipulations

The Contract is governed by the legal system of the Czech Republic, with the exclusion of its conflicting rules.

Unless stated otherwise in the Contract or in these GBC, the Contract may be modified or cancelled only in writing.

Unless agreed to otherwise in a specific instance, the place in which the obligation is to be fulfilled is publisher's premises.

Unless agreed to otherwise in a specific instance and if the obligation may be fulfilled in several ways, publisher has the right to determine the manner of its fulfillment.

Client does not have the right to transfer his amount receivable from publisher without his written permission. An analogous prohibition is in place against including claims with an ex parte legal action.

Client and publisher have agreed, within the meaning of Par. 89a of the Civil Legal Code, in the current version, upon the local jurisdiction of the District Court for Prague 1, if the subject matter venue is the District Court, and the Municipal Court in Prague if the subject matter venue is the Regional Court.

Article 13 Validity and Effectiveness of These General Business Conditions

The Contract is governed by the version of the GBC and the Other Conditions that was current as of the day on which it was entered into.

Publisher has the right to propose a unilateral change to client in the contents of the Contract by including in it the GBC that has gone into effect only after the relevant Contract for the advertisement has become effective. Publisher shall send client the proposal for the change in the Contract, or the GBC (including the Other Conditions) to the contact address listed

in the Contract, and this within a timeframe of no less than ten (10) days prior to their planned effective date. If client does not agree with the version of the new GBC, he is entitled to withdraw from the Contract with a cancellation period of five (5) business days. The cancellation of the Contract must be sent to publisher to the contact address listed in the Contract. If client does not withdraw from the Contract in the period of five (5) days from the delivery of the proposal, it is assumed that he agrees with the changes to the GBC.

These General Business Conditions are effective as of March 1, 2017.

SOFFA, s.r.o.