

**CONTRACTUAL COMMERCIAL TERMS**

**for contracts on broadcasting of commercial communications v Radio  
Programmes represented by Media Club**

**I. Subject of Regulation, Basic Provisions**

- 1) These Contractual Commercial Terms for contracts on broadcasting of commercial communications in Radio Programmes represented by Media Club (hereinafter the “Commercial Terms”) regulate the process of concluding contracts on broadcasting of commercial communications on Radio Programmes represented by MEDIA CLUB, s.r.o. (hereinafter the “ Media Club Radio Programmes”), securing of broadcasting of commercial communications and other issues relating thereto, i.e. including all pre-contractual negotiations.
- 2) These Commercial Terms are a part of all contracts and arrangements on the broadcasting of commercial communications in the Media Club Radio Programmes concluded between MEDIA CLUB, s.r.o. (hereinafter “Media Club”) and the Customer. The contents of contracts on broadcasting of commercial communications in the Media Club Radio Programmes and all negotiations between the Customer and Media Club conducted in order to negotiate the specific contractual terms of these contracts must be interpreted in accordance with these Commercial Terms. If there are any disputes regarding the content of a relevant contract and these Commercial Terms, the content of the relevant contract shall take precedence.
- 3) Unless something else is stipulated in these Commercial Terms for some of the other types of commercial communications, the rules of these Commercial Terms relating to advertisement shall also apply to other types of commercial communications. Unless specified otherwise, provisions relating to Advertising Spots also relate to sponsor messages. Unless specified otherwise, rules relating to Advertising Campaigns shall also apply to sponsoring campaigns.

**II. Definitions**

- 1) Media Club Radio Programmes means all Radio Programmes that Media Club represents or shall represent in the future, without taking into consideration the method of dissemination, under the premise that according to legal regulations, this means radio broadcasting. As of the date these Commercial Terms are issued, Media Club represents the following Radio Programmes for broadcasting of commercial communications in 2016: Country Rádía, Rádio 1, Rádio Kiss 98, Rádio Kiss Morava, Rádio Kiss Publikum, Rádio Kiss Delta, Rádio Kiss Hády, Rádio Kiss Proton, Rádio Kiss Jižní Čechy, Rádio Beat, Rádía Signál, Rádio Spin, Rádio Impuls, Český Impuls a Rádio Dechovka.
- 2) Broadcaster means an entity that is a broadcaster of some Media Club Radio Programme pursuant to Act No. 231/2001 Coll., on Radio and Television Broadcasting, as amended (hereinafter “ZPRTV”).
- 3) Customer means a legal entity or individual (Advertising Agency or Client) that is interested in the broadcasting of a commercial communication in a Media Club Radio Programme. Advertising Agency means an entity whose subject of business are advertising activities or mediation of advertisement, and which proves to Media Club its authorization to purchase commercial communications for the relevant Client. Client means an entity from which the impetus to broadcast a commercial communication comes,

and which determines what is to be promoted by the commercial communication (“Subject of Advertisement”).

- 4) The purchase of a commercial communication means concluding the relevant contract, on the basis of which and under the terms regulated by the contract and these Commercial Terms, an entitlement shall arise for the Customer to request the broadcasting of a commercial communication in Media Club Radio Programmes, and an entitlement shall arise for Media Club for payment of the agreed price (hereinafter the “Contract”).
- 5) Order means a proposal of a Customer to conclude a contract on broadcasting a commercial communication in Media Club Radio Programmes in accordance with these Commercial Terms, which is designated as an order.
- 6) Commercial Contract means a written contract regulating the broadcasting of commercial communications in Media Club Radio Programmes, which is labelled as a Commercial Contract
- 7) Price List means the Price List issued by Media Club that is a part of these Commercial Terms, and shall be effective as of the date the contract on the broadcasting of a commercial communication in Media Club Radio Programmes is concluded
- 8) Advertising Campaigns means the purchase of an advertisement with the same Spot runtime as for the same Subject of Advertisement for the given period the agreed Media Club Radio Programmes.
- 9) Broadcasting Materials means:
  - schedule of broadcasting of a spot with specification of broadcasting at the given time (hereinafter the “Schedule”),
  - WAV or MP3 file delivered to the relevant email with recording of the spot (hereinafter the “Carrier”),
  - Musical Set for the spot or other data required by collective administrators according to the specifications that Media Club informs the Customer of (hereinafter the “Musical Set”).
- 10) Spot means any solid and time-limited commercial communication intended for broadcasting on Media Club Radio Programmes. An alliance spot shall be considered a spot promoting more than 1 Client. An alliance spot shall not be considered such a spot that promotes more brands of 1 Client which belong to the product portfolio of the relevant client (e.g. juices and syrups).
- 11) In these Commercial Terms, the terms commercial communication, advertisement and sponsoring have the same relevance as according to the definitions specified in Section 2, paragraphs 1, 2 ZPRTV

### ***III. Prerequisites, Conditions and Process of Concluding Contracts on Broadcasting of Commercial Communications and Changes Thereto***

- 1) By delivering an Order to Media Club, the Customer agrees with these Commercial Terms.
- 2) A prerequisite of the existence of a contract on the broadcasting of a commercial communication on a Media Club Radio Programme between Media Club and the Customer is that Media Club accepts the Customer’s Order without reservation. Acceptance of an Order shall be exclusively considered the sending of a broadcasting schedule within an Order (hereinafter the “Media Plan”) in accordance with the requirements of the Customer specified in the Order, and in accordance with these Commercial Terms; **in the given case, a contract shall be concluded at the moment the Media Plan is signed by the Customer**; the Customer shall only be entitled to make changes to an accepted Order via a counterproposal delivered to Media Club. If Media Club does not accept the counterproposal, the contract shall not be concluded and/or an amendment to the contract shall not be agreed to.
- 3) A prerequisite for accepting an Order of the Customer for the broadcasting of commercial communications in Media Club Radio Programmes is that the Order specifies: a) the exact name (brand) of the product or service, or other product or other Subject of Advertisement, b) the duration of the Advertising Campaign, c)

the lengths of the Spot, d) prices, and e) specifications of the placement of Spots, if requested by the Customer.

- 4) A prerequisite for accepting an Order of the Customer shall also be a written communication of the identification data about the ordering party and processor pursuant to Act No. 40/1995 Coll., on Advertisement Regulation (hereinafter "AAR"), at least in the scope of the name, identification number and Registered Office. The Customer shall be responsible for the truthfulness, completeness and accuracy of such data.
- 5) The data specified in an Order shall be binding for the Customer, and may only be changed upon an agreement with Media Club. The possibility to accept an Order or Media Plan with an addendum or deviation pursuant to Section 1740, paragraph 3, NCC is excluded.
- 6) If an Advertising Agency orders the broadcasting of a commercial communication, it shall also submit along with the Order a written authorization for the Advertising Agency by the Client to send such an Order.
- 7) Media Club reserves the right to not conclude a contract with the Customer on the broadcasting of a commercial communication for any reason, as well as the right to refuse the broadcasting of commercial communication after concluding a contract, if, based on the consideration of Media Club or the Broadcaster, the provided spot does not meet the Technical Conditions, or if the broadcasting of a commercial communication could lead to the following with regard to its origin, content or form:
  - a) breach of the law, in particular ZPRTV or AAR,
  - b) potential sanctions against Media Club or the Broadcaster by third parties (e.g. owners of rights, contestants, etc.) or public authorities,
  - c) breach of Code of Advertising of the Advertising Council for advertising or other self-regulatory regulations or ethical rules,
  - d) breach of the legitimate interests of Media Club or the Broadcaster in relation to third parties,

In such a case Media Club shall request the Customer to provide a modified or alternate spot that does not contradict the above, and is in accordance with these Commercial Terms and Technical Conditions for including the spot in the broadcasting determined by the relevant Broadcaster. If the Customer fails to provide a modified or alternate spot before its scheduled date of Broadcasting, Media Club shall be entitled to automatically withdraw from the relevant contract with immediate effect. Regardless of whether or not Media Club withdraws from the contract, Media Club may in such a case request the payment of a contractual penalty in the amount of the agreed price for the relevant broadcasting of a commercial communication or agreed sponsorship contribution.

- 8) Media Club shall not be obliged to accept the Customer's order.
- 9) The Customer shall conclude a contract on the broadcasting of a commercial communication on Media Club Radio Programmes in its own name and on its own behalf. If it is agreed to in writing with the Director of Media Club, the Customer may conclude a contract in its own name and on behalf of another.

#### ***IV. Rights and Obligations of the Parties***

- 1) The Customer shall submit a spot for the Media Club Radio Programmes whose content, form and design are in accordance with valid and effective legal regulations. A commercial communication submitted for broadcasting must also meet the Technical Conditions for the production of Advertising Spots and sponsor messages.
- 2) The Customer shall be fully responsible for the content of the commercial communications, including sponsor messages, and undertakes to absolve Media Club and/or the Broadcaster of all claims of any nature exercised by third parties toward Media Club or the operator of a Media Club Radio Programme. This means, in particular but not exclusively, all claims arising from competition law, rights to protection against unfair competition, general personality rights, copyrights and right related to copyrights, industrial rights and designation rights, unless stated otherwise hereinafter. The Customer undertakes to compensate the

Broadcaster or Media Club for all costs incurred to them in connection with the exercising of such claims by third parties.

- 3) Upon concluding a contract on broadcasting an advertisement or sponsoring, the Customer declares and guarantees that it duly obtained permission from all owners of copyrights, rights related to copyrights or other rights of intangible assets or personality rights, to include the relevant subjects of protection in the Spot (synchronization rights), as well as authorization for their use by radio broadcasting in Media Club Radio Programmes, and that it has paid remuneration to the owners of these rights for these authorizations in the full amount that pertains to them.
- 4) The declarations and guarantees under Paragraph 3) do not apply to radio broadcasting of musical works with text, whose authors, in terms of the relevant radio broadcasting, are represented by a collective administrator - Ochranný svaz autorský pro práva k dílům hudebním (Protective Copyright Association for Rights to Musical Works) (hereinafter "OSA"). Permission for radio broadcasting of works by authors represented by OSA shall be obtained on the basis of the relevant collective agreement concluded with OSA by someone who is a Broadcaster who shall also pay, via OSA, the appropriate royalties for the radio broadcasting of these works in the given radio programme. In order to exclude doubts, it is expressly stated that if this regards permission to include in a Spot works by authors represented by OSA and the authors of previously protected works not represented by OSA (synchronization rights), paragraph 3) shall apply; the Customer shall therefore be obliged to obtain such permission directly from such authors and pay them royalties for such use that pertain to them. If for such use the author is represented by OSA, the Customer shall do so through OSA. Paragraph 3) shall also apply for permission for radio broadcasting of musical works if this means authors of music with text or without text not represented by OSA; the Customer shall be obliged to obtain such permission directly from such authors and pay them royalties for such use that pertain to them.
- 5) In order to exclude doubts, it is expressly stated that the provisions of paragraph 3) shall also apply to audio recordings and the artistic performances that are recorded on them. Thus, in the event that any audio recording is used in a Spot, the Customer declares and guarantees that it obtained from the producers and performers whose artistic performances are recorded on such recording permission to include these recordings and performances in the Spot (synchronization rights), and for their use during the radio broadcasting of a Spot, and that the Customer paid the appropriate remuneration for permission to use them in radio broadcasting. If a Spot uses a sound recording published for commercial purposes, or a musical audio-visual recording, the Customer shall be obliged to obtain permission for its inclusion in a Spot (synchronization rights) directly from the producer of such a recording, and to pay to the producer remuneration for such use. The Customer shall be obliged to obtain from INTERGRAM the permission to include artistic performances recorded on a sound recording published for commercial purposes in a Spot, and, through INTERGRAM, the Customer shall also be obliged to pay remuneration for such use; upon the request of Media Club, the Customer agrees to submit a copy of the relevant reports for INTERGRAM
- 6) A Musical Set must be submitted to the relevant Broadcaster in the form required by the collective administrators. According to the requirements of the collective administrators, the Musical Set must contain at least the song title, author's and/or lyricist's name, name of the publisher and the exact runtime of the music used in the spot.
- 7) If the Customer does not submit to Media Club on time a duly filled-in Musical Set or documents pursuant to paragraph 6), Media Club shall be entitled not to include the spot in broadcasting. If this occurs, the Customer shall be obliged pay a contractual penalty in the amount of the agreed price for broadcasting a spot, or in the amount of the agreed sponsorship contribution during sponsoring if the spot is sponsored.
- 8) For each begun day of being overdue in providing a duly prepared Musical Set or other documents pursuant to paragraphs 6), if the Spot is included in the broadcasting, Media Club shall be entitled to invoice the Customer contractual penalty in the amount of 1,000 CZK, and the Customer undertakes to pay it.
- 9) The Customer acknowledges that compensation for damages may include contractual penalties or compensation for damages invoiced by collective administrators to the relevant Broadcaster in relation to late submission of musical sets or failure to submit them, or reports on their incompleteness, and that such collective administrators shall also request the payment of such contractual penalties retroactively. The Customer declares that it was familiarized with the deadlines for submitting the Musical Sets and reports, and with the structure and amounts of the contractual penalties proposed by collective administrators, and acknowledges that these data may also be subject to change retroactively. Media Club shall be obliged to inform the Customer about current changes relating to such data within 15 days after Media Club learns of them.

- 10) All duly prepared Broadcasting Materials must be submitted by the Customer to Media Club, or, if Media Club determines as such, directly to the relevant Broadcaster, at the expense and risk of the Customer, at the latest 2 business days before the beginning of the first broadcasting of a spot.
- 11) For each begun day of being overdue in submitting a Carrier with the aforementioned properties, Media Club shall be entitled to invoice the Customer a contractual penalty in the amount of 5,000 CZK. In the event of failure to adhere to the terms relating to the aforementioned properties of a Carrier that prevents the inclusion of a commercial communication in broadcasting, the Customer shall be obliged, in addition to the contractual penalty pursuant to the previous sentence, to pay to Media Club an additional contractual penalty in the amount of the agreed price for broadcasting of commercial communication or the amount of sponsorship contribution if the spot is sponsored, and the Customer undertakes to pay such contractual penalties.
- 12) If the Customer fails to adhere to the agreed runtime for the commercial communication or sponsor message, Media Club or the relevant Broadcaster shall be entitled not to include the commercial communication or sponsor message in the broadcasting of the relevant Media Club Radio Programme; however, the Customer shall be obliged to pay a contractual penalty in the amount of the agreed price for the broadcasting of a commercial communication or sponsorship contribution amount if the spot is sponsored.
- 13) All Carriers submitted by the Customer shall remain in the ownership of the Customer. Media Club shall duly care for these Carriers whilst the contract is in effect, but shall only be responsible to the Customer for these Carriers up to the acquisition price of the Carriers – material substrate. The Customer shall take over the Carriers at the end of the Advertising Campaign, or at the end of the broadcasting of a different commercial communication, or after the termination of the effect of the contract on the broadcasting of a commercial communication, regardless of the reason for why it is terminated, unless the Customer and Media Club agree otherwise. Media Club shall be entitled to dispose of any of the aforementioned Carriers that remain in its possession after the expiration of six months from the end of the Advertising Campaign or broadcasting of a different commercial communication, after the termination of the effect of the contract on the broadcasting of a commercial communication, or even earlier according to its consideration; however, in such a case only upon a written request to the Customer to take over such Carriers
- 14) Media Club shall adhere to the maximum extent possible to the agreed broadcasting times with regard to any programme changes. In addition, if the exact order of spots is not agreed with the Customer, Media Club shall optimize the inclusion of Advertising Spots in advertising slots in individual time zones (competing products, occupancy of advertising slots, etc.). The broadcaster shall be entitled to make programme changes according to its needs. Media Club shall inform the Customer of such changes at the latest 3 business days before the date when the show to which the change relates was to be originally broadcast, if the commercial communication ordered by the Customer was to be broadcast immediately before or after such a show affected by a change. In the event of programme changes, Media Club shall be entitled to change the placement of the commercial communication according to its consideration.
- 15) If the Customer does not fulfil the agreed obligation to in fact purchase broadcasting of commercial communications, the Customer undertakes, at the latest within 15 days from the date of the expiration of the period in which the commercial communication was to be broadcast, to pay a contractual penalty in the amount of 100% of the financial difference between the price of the Advertising Campaign to whose purchase the Customer was bound, and the price of the Advertising Campaign for which the relevant purchase was carried out, at the price level not including VAT.

## ***V. BROADCASTING TERMS AND PRICE TERMS, CONTENT OF CONTRACTS***

- 1) Media Club sets the prices for the purchase of commercial communications for individual Clients via the price for broadcasting 1 spot, or via the price for the entire ordered advertising campaign.
- 2) Unless the Parties agree on a different price in writing, the price set out in the Price List for the relevant Radio Programme shall apply.

- A surcharge on the price of the agreed spot shall be invoiced for the requested position of the spot in the advertising slot. The amount of the surcharge shall be determined in the Price List.
- 3) A surcharge in the amount according to the Price List shall be invoiced for the broadcasting of an alliance spot. The length of the presentation of another Client or brand in the alliance spot may not exceed 20% of the length of the relevant commercial communication.
  - 4) Other potential discounts or surcharges are contained in the Price List.
  - 5) Changes to the Price List shall be announced in advance at least 30 days before coming into effect via an email message that contains a new Price List, or internet link to the new Price List.
  - 6) Confirmed terms according to an order relating to the specifications of the placement of spots shall be respected to the maximum possible extent that can reasonably be required in view of potential programme changes.
  - 7) Prices do not include VAT. VAT in the statutory amount shall be added to the invoiced amounts
  - 8) A condition for the establishment of a right to the discount agreed to in a Commercial or other contract shall be that the effect of the Commercial or other contract was not terminated before the expiration of the originally agreed period of effect
  - 9) Section 1933, paragraph 1, NCC, shall not apply to the legal relationships regulated by these Commercial Terms. If the Customer is indebted to Media Club for fulfilment of the same type from several liabilities, and the Customer does not specify in its fulfilment to which liability the fulfilment applies, the fulfilment shall first be offset against the liability that is least secured. In the event of the same level of securing of several liabilities, the fulfilment shall first be offset against the liability that is due first.
  - 10) Section 1952, paragraph 2, NCC, shall not apply to the legal relationships regulated by these Commercial Terms.

## **VI. PAYMENT TERMS**

- 1) Invoices-tax documents shall be issued within 14 days from the date of the exercising of taxable fulfilment. Unless the contract stipulates otherwise, a payment arising from them shall be due within 30 days from the date of the exercising of the relevant taxable fulfilment. The payment date means the date of the crediting of the funds to the bank account of Media Club. An integral annex to the invoice-tax document is a description and schedule of the carried-out fulfilment. If the Customer does not pay the price by the due date, Media Club shall be entitled to invoice, in addition to the invoiced amounts, a contractual penalty for each day of being overdue in the amount of 0.1% of the owed amount, and the Customer undertakes to pay it.
- 2) Media Club may request the payment of the price before the first broadcasting of a commercial communication. The Customer acknowledges that Media Club shall require the payment of the price before the first broadcasting, in particular for Customers who are ordering the broadcasting of a commercial communication with Media Club for the first time
- 3) Direct payments from abroad shall be paid in freely convertible currency converted according to the official exchange rate of the Czech National Bank on the invoice date. Bank fees arising from the transfer of agreed payments from abroad shall be exclusively paid by the Customer and shall be borne by the Customer.
- 4) The Customer shall be obliged to lodge a potential complaint regarding the proper broadcasting of a commercial communication at the latest within one month from the end of the broadcasting of the relevant Advertising Campaign, and to specify the claimed defects of the fulfilment; otherwise, the claim for fulfilment defects shall expire. In the event of a justified claim, the claim of the Customer shall be resolved via the provision of substitute fulfilment.

## **VII. SPECIAL PROVISIONS FOR SPONSORING**

- 1) A prerequisite for accepting an order of the Customer relating to sponsoring is that the order includes specifications of the Media Club Radio Programme, specification of the exact name and surname of the individual, or name of the legal entity that is a sponsor. A prerequisite for accepting an order shall also be the specification of additional data mandatorily required by law; as of the effective date of these Commercial Terms, such data is the main subject of activities of the sponsor of the programme.

## **VII. JOINT AND CLOSING PROVISIONS**

- 1) Media Club shall be entitled to terminate the broadcasting of a commercial communication and give notice to a contract with immediate effect upon the delivery of a notice, if
  - The Customer was obliged to pay the price in advance and does not substantiate the payment of the price at least 3 business days before the date when the broadcasting of a commercial communication was to be initiated,
  - The Customer is overdue in the fulfilment of obligations for monetary fulfilment for longer than 9 days,
  - The Customer substantially breaches the contract,
  - The Customer failed to correct a minor breach of the contract by the deadline set out by Media Club, despite being asked to do so by Media Club
- 2) The legal provisions on the possibility to withdraw from the contract shall remain unaffected by the previous arrangement. In the event of premature termination or cancellation of the contract in a manner arising from the previous paragraph or this paragraph, the Customer shall pay to Media Club the price for the provided fulfilment, as well as a contractual penalty in the amount of the remaining part of the price for the agreed fulfilment
- 3) The Customer shall be entitled to withdraw from a concluded contract on the broadcasting of a commercial communication before the commencement of fulfilment; however, before doing so, a condition shall be that the Customer shall pay to Media Club compensation in the amount of total price according to the relevant contract on the broadcasting of a commercial communication if the Customer withdraws from the contract 3 or less days before the planned first broadcast of a commercial communication. If the Customer withdraws from the contract 3 or more days before the planned first broadcast of a commercial communication, the Customer shall be obliged to pay compensation in the amount of 50 % of the agreed price. Such a withdrawal from the contract must be in writing.
- 4) The obligations of Media Club toward the Customer arising on the basis of a contract on the broadcasting of a commercial communication in Media Club Radio Programmes means only the obligations expressly contractually established. In the event of a dispute about the existence of other obligations, it shall be considered that no other obligations exist for Media Club except those that are specified in the contract. Pursuant to Section 1757, paragraph 2, NCC, Media Club shall be entitled to confirm the content of the contract. Confirmation of the content of the contract by the Customer has no legal effect pursuant to Section 1757, paragraph 2, NCC.
- 5) Unless specified otherwise in the contract or these Commercial Terms, the arrangements on a contractual penalty shall not affect the right to compensation for damages (including lost profit) in the full amount. Damages shall also be considered additional costs associated with the withdrawal of a commercial communication in the event of the premature termination or cancellation of the contract.
- 6) Media Club shall be responsible to the Customer for potential damages that it causes. Unless otherwise stipulated, Media Club shall be responsible to the Customer for damages only up to the amount of the price for a commercial communication that was not broadcast and was paid for by the Customer.
- 7) Media Club shall not be responsible for a breach or delay in fulfilment of obligations pursuant to the contract on the broadcasting of a commercial communication in Media Club Radio Programmes caused by events beyond its control or the control of the Broadcaster, e.g. rebellion, civil unrest, war or military operations, a state of emergency, extraordinary measures of state power, any acts or omissions on the part of

the government or any other state authority or public authority, unfavourable weather conditions, disorders of communication services, technical broadcasting failures that it did not cause, failures or lack of electricity, the need to comply with legal regulations, disputes between employees and employers or other events beyond the control of Media Club or the Broadcaster.

- 8) By concluding a contract on broadcasting of commercial communications, each Contracting Party confirms that that is has read these Commercial Terms, is familiar with them and agrees with them, and that it will comply with them. These Commercial Terms include the Price List. The Contracting Parties agree that the provisions of Section 1799 – 1800, NCC, shall not apply to the contractual relationships regulated by these Commercial Terms.
- 9) Unless specified otherwise in the contract on the broadcasting of a commercial communication, for technical reasons these Commercial Terms shall not be attached to the contract as an annex, but they are an integral part thereof.
- 10) Unless specified otherwise in these Commercial Terms, the contract on the broadcasting of a commercial communication in Media Club Radio Programmes may only be amended and supplemented via a written agreement.
- 11) Handwriting, crossing out or other amendments to the text of the Commercial Contract or contract (including all parts thereof such as the Commercial Terms, Price List, etc.) may only be made under the condition of their written acceptance by both Parties, along with a specification of the date when the amendment was made and must contain the valid signatures of the representatives of both Contracting Parties for such an amendment. Other amendments to the text shall be disregarded.
- 12) Notifications of Media Club addressed to the Customer must at least be in the form of an email message, unless stipulated otherwise by the contract or these Commercial Terms.
- 13) The invalidity of an individual arrangement of the contract on the broadcasting of a commercial communication shall not establish the invalidity of the contract as a whole. The Contracting Parties undertake to replace any potentially invalid arrangements with valid arrangements that correspond as best as possible to the content and purpose of the original arrangement.
- 14) These Commercial Terms are completed in the Czech language.
- 15) All relationships that are not regulated by these terms shall be governed by Act No. 89/2012 Coll., Civil Code, and by other legal regulations of the Czech Republic, excluding conflict of law rules of private international law. If an international element is present, the Contracting Parties agree, with regard to disputes arising from contracts on the broadcasting of commercial communications, or in relation to these contracts, including disputes about their validity or consequences of invalidity, on the exclusive jurisdiction of the courts of the Czech Republic. The local relevant court shall be the court in whose district Media Club has its registered office.
- 16) These Commercial Terms shall become effective on 1.12.2015 and shall apply for the commercial communications that are to be broadcast beginning on 1.1.2016.

In Prague, on

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MEDIA CLUB, s.r.o.

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Client