

Terms and conditions of BurdaMedia Extra s.r.o. valid for cooperation on the project “Marianne Days 2024” for entities with establishments and e-shops operating in the Czech and Slovak Republics

1. General Provisions

1.1 For the purpose of these Business Terms and Conditions, the terms below shall have the following meanings:

- Agency:** The media representative of the Partner, whose exact designation is stated in the Binding Reservation, which the Agency signs on behalf of the Partner, or together with the Partner. The Agency is authorized to represent the Partner in the field of marketing and PR on the basis of a separate contract concluded with the Partner.
- Event:** A Supplier-organized shopping event called **Marianne Days**, which will take place on **April 12 – 15, 2024** in the Czech Republic and in Slovakia (Marianne Days Spring, hereinafter "MDS") and on **September 13 – 16, 2024** in the Czech Republic, **September 20 – 23, 2024 in Slovakia** (Marianne Days Autumn, hereinafter "MDA"). The essence of the event is to offer the Buyers the possibility of discounted purchase in selected stores and/or e-shop of the Partner, where the Partner provides the Buyers with a discount/gift/service specified in advance. The aim of the event from the Partner's point of view is to support the sale of Partner's products and services.
- Application:** A mobile application through which the Buyer can get a list of offers and Discount Coupons for selected stores and Discount Codes for participating e-shops.
- Magazine/Magazines:** The magazine Marianne or Marianne Bydlení or Marianne Venkov & styl (according to the magazine specification given in the Binding Reservation) published by the Supplier.
- Supplier:** **BurdaMedia Extra s.r.o.**, Company ID: 152 73 598, registered office: Prague 3, Přemyslovská 2845/43, postal code 130 00. The Supplier is a Czech legal entity, a limited liability company, registered in the Commercial Register maintained by the Municipal Court in Prague in Section C, file 1405.
- Event Manager:** Web client interface operated by the Supplier, using which the Partner can fill in and send the data necessary to participate in the Event, including the specification of the performance offer in relation to the Buyers, and to submit to the Supplier in electronic form through an electronic network the documents necessary for the implementation of the Supplier's performance pertaining to the Event. The Event Manager interface is available **from 2 January to 31 January, 2024 for MDS and from 27 May to 21 June for MDA**, at <https://slevy.marianne.cz/partner>.
- Buyers:** Anyone who presents a Discount Coupon from the Magazine or a Discount Code from the MD Application in the case of an e-shop at a Partner's store in the Czech Republic or Slovakia during the Event, i.e. **on April 12 - 15, 2024 (MDS) and on September 13 – 16, 2024** in the Czech Republic, **September 20 – 23, 2024 in Slovakia (MDA)**, and meets the conditions stated therein.
- Module:** The Partner's Presentation of the selected format in the Magazines on the brand and the discount, gift or service provided at the store upon presentation of the Discount Coupon and/or on the e-shop upon entering of the Discount Code, optionally containing additional conditions necessary for obtaining the discount.

- Partner:** Client of the Supplier who participates in the Event and whose exact designation is stated in the Event Manager and the Binding Reservation.
- Discount Code:** The code placed in a coupon book enclosed with the Magazines or the MD Application, which, when entered by the Buyer, obliges the Partner to provide the Buyer with a specified discount, gift or service in its e-shop if other set conditions specified in the e-shop Module are met.
- Discount Coupon:** A paper coupon placed in a coupon book enclosed with the Magazine or an electronic coupon contained in the DM Application, which, when presented by the Buyer, obliges the Partner to provide the Buyer with a specified discount, gift or service explicitly stated on the Coupon, and which optionally contains additional conditions that the Buyer is obliged to meet in order to obtain the discount.
- Parties:** Supplier, Partner and/or Agency.
- Binding Reservation:** A contractual document issued by the Supplier for the Partner (or the Agency) for participation in the Event containing the necessary data, including a detailed specification of the Partner's offer to the Buyers and a detailed specification of the performance of the Partner (or the Agency) provided as part of the Event.
- Customer Service:** A Partner operated telephone, email or chat-based support for Buyers' inquiries during the Event - i.e. from 12 to 15 April 2024 in the Czech Republic and Slovakia (MDS) and from 13 to 16 September in the Czech Republic and from 20 to 23 September 2024 in Slovakia (MDA), available during the standard operating hours of the Partner's customer service.

1.2 All relations between the Supplier and the Partner, which are not regulated by these Terms and Conditions, are governed by the relevant laws in force in the Czech Republic, in particular Act No. 89/2012 Sb., the Civil Code.

2. Subject of the Business Terms and Conditions

2.1 These Business Terms and Conditions regulate the rights and obligations of the Supplier and the Partner, or the Agency, in providing performance within the implementation of the Event.

2.2 These Business Terms and Conditions are binding for all Partners and Agencies who by their signature attached to the Binding Reservation agree with the data and conditions stated in the Binding Reservation and in these Business Terms and Conditions. By signing the Binding Reservation by the Supplier and the Partner or the Agency, a contract is concluded whose subject matter is the obligation of each Contracting Party to provide the performance specified in the Binding Reservation and these Business Terms and Conditions (the "**Contract**"). After the Binding Reservation is approved, the approved specifications in the Event Manager also become binding for the Parties.

2.3 The Partner and the Agency are not entitled to accept the Binding Reservation with any additions or reservations; such acceptance shall be deemed to be refusal.

2.4 The Supplier reserves the right to decide on the participation of the Partner or the Agency in the Event. The Supplier is entitled to refuse the participation of the Partner or the Agency in the Event for any reason, in particular when the capacity of the Event is full.

3. Rights and Obligations of the Supplier

3.1 The Supplier is obliged to:

- a) Promote the Event in the Magazines and as part of advertising campaigns for the Magazines in (or using) other media.
- b) Provide the Partner with a space amounting to 1/6, 1/3, 2/3 or 1/1 of an advertising page in the Marianne magazine, issue number 4/2024 or the Marianne Bydlení magazine, issue number 4/2024 or the Marianne Venkov & styl magazine, issue number 4/2024 (MDS) or in the Marianne magazine, issue number 9/2024 or the Marianne Bydlení magazine, issue number 9/2024 or the Marianne Venkov & styl magazine, issue number 9/2024 (MDA) in the section dedicated to the presentation of the Event partners, in the form of a presentation of the Partner's Event offer. The location of the presentation depends on the Supplier. Furthermore, the Supplier undertakes to publish in the MD Application a list of Partner stores and e-shops where the Event takes place (including addresses and opening hours).
- c) Provide the Partner with space on the Event website dedicated to the presentation of the Partner's offer for the Event, including the presentation and specification of the Partner's contact details, or of the Partner's stores where the Event takes place.
- d) Provide the graphic design and the subsequent creation of the Module for the Partner's store(s) according to the Supplier's proposal. The Partner's logo, font and/or "corporate colors" cannot be used as part of the graphic design and the Supplier is not obliged to use them. The Partner is obliged to comment on the proposal within 24 hours of its delivery on working days. In the event that the Partner does not comment on the proposal within the required time limit, the proposal shall be deemed approved by the Partner. The Partner is entitled to reject the design only in the case of content errors or poor quality. Subjective disagreement with the graphic design is not a reason for its rejection. The Partner is entitled to request a maximum of 3 revisions of the presentation design proposal.
- e) Ensure the graphic design and the subsequent creation of the Discount Coupon for the Partner's store(s) according to the Supplier's proposal and containing the essentials stated in the paragraph 1.1 of these Business Terms and Conditions. The Partner's logo, font and/or "corporate colors" cannot be used as part of the graphic design and the Supplier is not obliged to use them on the Discount Coupon. The Partner is obliged to comment on the proposal made by the Supplier within 24 hours of its delivery on working days. In the event that the Partner does not comment on the proposal within the required time limit, the proposal shall be deemed approved by the Partner. The Partner is entitled to reject the design only in the case of content errors or poor quality. Subjective disagreement with the graphic design is not a reason for its rejection. The Partner is entitled to request a maximum of 3 revisions of the presentation design proposal.
- f) Ensure the graphic design and the subsequent creation of the Partner Module for the e-shop according to the Supplier's proposal; The Partner's logo, font and/or "corporate colors" cannot be used as part of the graphic design and the Supplier is not obliged to use them. The Partner is obliged to comment on the proposal within 24 hours of its delivery on working days. In the event that the Partner does not comment on the proposal within the required time limit, the proposal shall be deemed approved by the Partner. The Partner is entitled to reject the design only in the case of content errors or poor quality. Subjective disagreement with the graphic design is not a reason for its rejection. The Partner is entitled to request a maximum of 3 revisions of the presentation design proposal.
- g) Publish the Module and the Discount Coupon for the store or the Module and the Discount Code for the e-shop in the special supplement called Marianne Days inserted in the Marianne magazine, issue 4/2024 (MDS), on Marianne magazine, issue 9/2024 (MDA) and the MD Application, which will be explicitly marked in the Binding Reservation.
- h) Provide the Partner with appropriate quantities of promotional materials (i.e. posters /

stickers and store security gate covers, as appropriate) with the Marianne Days logo for selected Partner stores, where the Event is to take place. Store security gate covers will only be provided by the Supplier if requested by the Partner. In the event the Partner fails to request store security gate covers, they will not be provided by the Supplier. The Partner specifies in the Event Manager the selected stores where the Supplier is to deliver the promotional materials no later than **January 31, 2024 for MDS and no later than June 21 2024 for MDA**. After this date, the Supplier shall supply the promotional materials in a quantity according to its discretion to the Partner's headquarters. The Partner will then distribute the promotional materials at its own expense to its stores where the Event will take place. The Partner bears the costs of distributing and transporting the promotional materials also in case it fills in wrong or non-existent addresses in the Event Manager. The Supplier shall notify the Partner by e-mail sent to the e-mail address provided by the Partner as to by which day the promotional materials should arrive at the Partner's address. If the promotional materials are not delivered to the Partner **by March 25, 2024 for MDS and by August 26, 2024 for MDA** at the latest, the Partner is obliged to inform the Supplier immediately and agree with the latter on a substitute delivery. If the Partner does not inform the Supplier, it loses the right to receive promotional materials.

3.2 The Supplier has all rights and authorizations related to the Event without which the Supplier, Partner or Agency could not fulfill the purpose of cooperation on the Event. This includes in particular the right to use the logo and all advertising space leased by the Supplier for the purpose of promoting the Event at the Supplier's expense. If the Supplier is unable to secure the abovementioned rights and authorizations for itself, it undertakes to ensure that these rights and authorizations relating to the Event are secured by a third party.

4. Rights and Obligations of the Partner

4.1 The Partner is obliged to:

- a) Provide the Supplier with graphic materials for the preparation of the Module (product photo in 300 DPI print quality, text with a complete offer and a complete list of addresses of all the stores of the Partner where the Project will take place, including opening hours and contact details), **on January 1, 2024 (MDS) or June 21, 2024 (MDA)** at the latest in electronic form by uploading <https://slevy.marianne.cz/partner>.
- b) If the Partner fails to provide the Supplier with the graphic materials properly (i.e. in such a manner, in such format and parameters as stated in these Business Terms and Conditions and relevant technical specifications) and in time, the Supplier is not obliged to create and publish the Partner's Module. If the Supplier does not provide a certain space to the Partner due to the delay of the Partner with the delivery of the materials and does not display the presentation of the Partner in this space, it is entitled to request a contractual penalty from the Partner pursuant to par. 7.1 of these Business Terms and Conditions.
- c) Visibly place in Partner's stores any Event-related promotional materials to be delivered to the Partner by the Supplier, namely the sticker/poster for the shop window of Partner's stores, for a total period of 14 days before the start of the Event and for the entire duration of the Event until its end, i.e. from 28 March to 15 April, 2024 (MDS) and from August 30 up to September 16, 2024 in the Czech Republic and from 6 to 23 September 2024 in Slovakia (MDA).
- d) Promote the Event on its homepage, for a total period of 7 days before the start of the Event until its end, i.e. April 5 through April 15, 2024, (MDS) and September 6 through September 16, 2024, in the Czech Republic, and September 13 through September 23, 2024, in Slovakia (MDA).
- e) On the days of the Event, i.e. from **on April 12 - 15, 2024 (MDS) and on September 13 - 16,**

2024 in the Czech Republic, September 20 – 23, 2024 in Slovakia (MDA), to provide the Buyer making a purchase in the Partner's store (from the start of the opening hours) or on the Partner's e-shop (from 00:01 AM on the given day) with the performance specified in the MD Application or the Magazines (specifically on the Discount Coupon in case of an in-store purchase or in the e-shop Module upon the Discount Code entry in case of an e-shop purchase). The Partner is not entitled to arbitrarily change or even cancel the promised performance provided to the Buyer for the duration of the Event.

- f) **On April 12 - 15, 2024 in the Czech Republic and Slovakia (MDS) and on September 13 – 16, 2024 in the Czech Republic, September 20 – 23, 2024 in Slovakia (MDA)**, to comply with the opening hours usual for these days (Friday, Saturday, Sunday, Monday), or extend - not shorten - the opening hours. The Partner is obliged to notify the Supplier of the opening hours in advance (fill them in on <https://slevy.marianne.cz/partner> in the Branches tab); the opening hours will be listed on a special microsite of the Event in the catalog of stores in the MD Application.
- g) Ensure operation of the Customer Service for Buyers, where such Partner's Customer Service is available, during the Event, i.e. April 12 - 15, 2024 (MDS) and on September 13 – 16, 2024 in the Czech Republic, September 20 – 23, 2024 in Slovakia (MDA).
- h) If, due to the stock exhaustion, the Partner is not able to provide the Buyer with the promised performance, it is obliged to provide another performance, which is as similar as possible to the original performance, and has the same or higher value as the original performance. If possible, in such case the Partner will offer the Buyer to choose from several options of the substitute performance.
- i) Notify the Supplier of the success rate of the sales support, in particular by communicating how many Buyers met the conditions set out on the Discount Coupon or in the e-shop Module and requested and received the promised performance, not later than **May 13, 2024 for MDS and no later than October 14, 2024 for MDA in the Czech Republic and October 21, 2024 for MDA in Slovakia**, using a form to be sent by the Supplier to the Partner in good time to the Partner's email specified in the Event Manager.
- j) Provide a discount of no less than 25% for the full range of products and services or gifts corresponding to such discount (subject to Supplier's approval). The Partner operating in the segment of household items/décor shall provide a discount of no less than 20% for goods and services or gifts corresponding to such discount (subject to Supplier's approval).

In case of payment with the card of the Event's main partner (Mastercard), provide an additional 3% discount or a gift corresponding to the discount granted (subject to the Supplier's approval) for the holder of this payment card. The provision of the discount may not be conditional on the amount of the purchase price, the content of the purchased assortment or any other requirements. In case Supplier neglects to provide this discount, the Supplier is obliged to provide it subsequently.

After signing the Binding Reservation, deviation from the discount rates is possible only on the basis of a written agreement with the Supplier.

- k) Ensure that advertising on the Event or other promotion provided by the Partner's own means (especially on its website, social networks or other means) contains clearly defined terms of the Event, in particular the provision of a discount or other performance by the Partner (e.g. for the stores "the discount is valid upon presentation of the Discount Coupon from Marianne, Marianne Bydlení, Marianne Venkov & styl or the MD app"; for the e-shops "the discount is valid upon entering a discount code found in Marianne, Marianne Bydlení, Marianne Venkov & styl or the MD app"). Any online presentation, advertising on the Event or other promotion provided by the Partner's own means is subject to additional written approval by the Supplier for the sake of maintaining consistency. In this respect, the Supplier

will provide the Partner on demand with up to 5 graphical online formats of such advertising. The Partner is obliged to send an assignment of such advertising to the Supplier **no later than March 28, 2024 for MDS and no later than September 2, 2024 for MDA.**

4.2 The Partner hereby expressly undertakes to ensure that, throughout the duration of the Event, i.e. **on April 12 - 15, 2024 in the Czech Republic and Slovakia (MDS) and on September 13 - 16, 2024 in the Czech Republic, September 20 - 23, 2024 in Slovakia (MDA)**, no other promotion or marketing event takes place in the establishments of the Partner listed in the List of Establishments and on any of the Partner's e-shops (unless it is in the List of E-shops), which, by means of granting discounts, gifts or similar benefits, would promote the sale of products and services of the Partner or third-party products and services. For the avoidance of doubt, such prohibited other promotional or marketing event shall be deemed to include a promotional or marketing event in the e-shop of a Partner that has purchased a partnership for bricks-and-mortar stores only and, conversely, an event in the bricks-and-mortar stores of a Partner that has purchased a partnership for the e-shop. As an exception, especially when selling the old collection, during prolonged discount sales for regular or club customers or for holders of customer discount cards, etc. ("**Other Events**"), the Partner may, after prior written notice to the Supplier and obtaining its written consent, grant discounts at the time of the Event, but only provided that:

- a) It provides the buyer with a performance, the value of which will be the sum of the performance provided under the Other Event and the performance provided under these Business Terms and Conditions and the Event Manager (i.e. for example, it first provides a discount under the terms of the Other Event and then provides an additional discount on this discounted product under the terms of the Event, or provides an additional discount/gift under the terms of the Other Event to a product discounted under the terms of the Event), or
- b) It provides the Buyer with a performance stated in the Event Manager (or specified in detail by the Partner in the Binding Reservation) under these Business Terms and Conditions and the Binding Reservation (i.e. as part of the Event), the value of which shall always be higher than the value of the performance provided as part of the Other Event.

4.3 The Partner or the Agency undertakes to ensure that the user name and password provided by the Supplier for access to the Event Manager are communicated only to persons authorized to act on behalf of the Partner in matters relating to cooperation in the Event organization. The Partner and the Agency thus undertake to ensure that all supporting materials and information transmitted through the Event Manager by the Partner to the Supplier are correct and complete.

The Supplier is not liable for any damage caused by the transmission of incorrect or incomplete supporting materials and information by a person who has unlawfully obtained access to the user name and password of the Partner.

4.4 In the case of Binding Reservation, which is signed by both the Partner and the Agency, it is considered that the Agency is entitled to represent the Partner in the Event organization in the scope of a detailed division of competences and liability for the fulfilment of obligations during the participation in the Event, which will be set out in the annex to the Binding Reservation. In such a case, the annex becomes an integral part of the Contract arising within the meaning of paragraph 2.2 of these Business Terms and Conditions. If this annex to the Binding Reservation is not attached or does not completely regulate the relationship between the Partner and the Agency, the Partner and the Agency shall be liable for fulfilling the obligations together and severally.

4.5 If the Binding Reservation is only signed by the Agency, it is considered that the Agency is entitled to represent the Partner in all matters related to the Event organization. The division of competences and responsibilities between the Agency and the Partner for the fulfilment of obligations arising from participation in the Event is their internal matter; the Agency is the solely responsible to the Supplier for

fulfilling these obligations, in particular, for fulfilling the obligations of the Partner under this Article 4. This does not affect the Supplier's rights against the Partner, in particular the rights under Article 7 of these Business Terms and Conditions.

- 4.6 If the Partner purchases a presentation of its offer in a store, it will only obtain a presentation of its store (not its website or e-shop), i.e. the presentations in the Magazines, on the microsite and in the MD Application will not contain links to the Partner's website or e-shop. The presentation of the Partner's website or e-shop can be ordered by the Partner only by purchasing the relevant modules for e-shops according to the Supplier's offer.
- 4.7 The Partner or the Agency shall not be entitled to advertise or offer Discount Coupons or Discount Codes on their websites, e-shops, social networks or in any (electronic or written) communication with their customers.
- 4.8 Furthermore, the Partner and/or the Agency shall not be entitled to offer a discount on products other than those included in the offer to which the Discount Coupons or Discount Codes apply under the Contract. Before providing a discount or other performance, the Partner or the Agency are obliged to always request the Buyer to demonstrate a Discount Coupon from the Magazine or enter a Discount Code using the MD Application.
- 4.9 The Partner and/or the Agency shall not be entitled to disclose or provide Discount Coupons or Discount Codes to any third party, in particular where there is a risk that such third party would disclose the Discount Coupons or Discount Codes in any way.
- 4.10 The Partner and/or the Agency shall not be entitled to start the Event earlier, end the Event earlier, extend the Event or adjust its timeline in any way other than as set forth in the terms of the Event under these Business Terms and Conditions and other documents comprising the Contract. The obligation from the previous sentence does not apply in the case of goods, whose nature requires them to be ordered by the Buyer in advance and several visits to the store with possible order changes are necessary (e.g. custom furniture, kitchen sets, etc.). In such cases, the Partner may indicate that the order can be created in advance, and the Discount Coupon must be attached to such an order. It is entirely up to the Supplier to determine whether this is possible during the Event. In case of doubt, the Partner or the Agency is obliged to ask the Supplier whether an exemption under this paragraph can be applied.

5. Rights Associated with the Event

- 5.1 The Event is the intellectual property of the Supplier, which reserves all rights to the Event. Without the prior written consent of the Supplier, no one is entitled to use the course of the Event, specifically copy, imitate or otherwise use promotional materials promoting the Event, copy the visuals supplied by the Supplier or use the Event logo. The Partner or the Agency hereby agrees that for the purposes of the Event, the Supplier shall use their logos and other materials which may be protected by law and which the Partner and the Agency shall designate or hand over to the Supplier for the purposes of the Event.
- 5.2 Any information and data relating to the Event that is not expressly intended to be disclosed or made available to third parties under these Terms and Conditions, and information relating to the Business Terms and Conditions, Binding Reservation and the Contract between the Supplier and the Partner or the Agency shall be the subject of the Supplier's trade secrets.
- 5.3 Under these Business Terms and Conditions and the Contract, the Partner and the Agency undertake not to provide to a third party or make available to the public the materials promoting the Event, which will be supplied by the Supplier, the presentation of the Event or its form, until they are authorized to do so under these Business Terms and Conditions and the Binding Reservation, i.e. before the date of publication of the Magazines containing the Modules and other matters related to the Event. The form of promotional materials for the Event and the form of the Event presentations are in the sole competence and at the sole discretion of the Supplier. The Partner or the Agency will only cooperate with the Supplier in this regard and provide it with their non-binding recommendations. The Partner and the Agency are

not authorized to use promotional materials for the Event for any purpose other than the presentation and promotion of the Event.

5.4 The Partner and the Agency shall grant the Supplier the right to use the data provided under these Business Terms and Conditions for its marketing and promotional purposes.

6. Remuneration, Payment Terms

6.1 The Partner or the Agency are obliged to pay the Supplier for the provided advertising space and for other forms of promotion provided under these Business Terms and Conditions and the Contract the remuneration according to the valid price list specified in the Binding Reservation plus the relevant statutory VAT.

6.2 The remuneration referred to in paragraph 6.1 of these Business Terms and Conditions is payable by non-cash transfer to the Supplier's bank account number (EUR) 2102106307/2700, held with Unicredit Bank., no later than 14 days after the mandatory issue of the tax document (invoice) by the Supplier. In the case of the first advertisement, the Partner or the Agency is obliged to pay the advance invoice by **February 20, 2024** at the latest in respect of MDS and by July 17, 2024 in respect of MDA. In case of delay in payment of the invoice, the Partner or the Agency is obliged to pay the Supplier a contractual penalty of 0.05% of the amount due per day from the first day of delay to the actual payment date, and at the same time pay the full list price of the advertisement (i.e. the price of the advertisement without the discount provided). This does not affect Supplier's other rights under these Business Terms and Conditions.

7. Contractual Penalty

- 7.1 If the Partner infringes the obligations referred to in paragraph 4.1 (h) or (i) of these Business Terms and Conditions, the Partner or the Agency (jointly and severally) are obliged to pay the Supplier a contractual penalty of **CZK 100,000** for each individual breach of any of those obligations.
- 7.2 If the Partner infringes the obligations referred to in paragraph 4.1 (a), (b) or (f) of these Business Terms and Conditions, the Partner or the Agency (jointly and severally) are obliged to pay the Supplier a contractual penalty of **CZK 50,000** for each individual breach of any of those obligations.
- 7.3 If the Partner infringes the obligations referred to in paragraph 4.1 (c), (e) or (k) of these Business Terms and Conditions, the Partner or the Agency (jointly and severally) are obliged to pay the Supplier a contractual penalty of **CZK 60,000** for each individual breach of any of those obligations.
- 7.4 If the Partner infringes the obligation referred to in paragraph 4.1 (j) of these Business Terms and Conditions, the Partner and/or the Agency (jointly and severally) are obliged to pay the Supplier a contractual penalty of **CZK 50,000** for each individual breach.
- 7.5 If the Partner infringes any obligation referred to in paragraph 4.2 of these Business Terms and Conditions, the Partner and/or the Agency (jointly and severally) are obliged to pay the Supplier a contractual penalty of **CZK 100,000** for each establishment in which the promotional or marketing event will take place and a contractual penalty of **CZK 500,000** for each e-shop on which the promotional or marketing event that promotes the sale of the Products and Services of the Partner or third parties will take place by providing discounts or gifts or similar benefits.
- 7.6 If the Partner or the Agency infringes the obligations referred to in paragraph 4.7 or 4.8 of these Business Terms and Conditions, the Partner and/or the Agency (jointly and severally) are obliged to pay the Supplier a contractual penalty of **CZK 600,000** for each day when an individual breach under the mentioned paragraphs takes place. Individual breaches referred to in paragraphs 4.7 and 4.8 shall be assessed separately.
- 7.7 If the Partner or the Agency infringes the obligations referred to in paragraph 4.9 of these Business Terms and Conditions, the Partner and/or the Agency (jointly and severally) are obliged to pay the Supplier a contractual penalty of **CZK 600,000** for each individual breach.
- 7.8 If the Partner infringes the obligations referred to in paragraphs 4.10 and 5.3 of these Business Terms and Conditions, the Partner and/or the Agency (jointly and severally) are obliged to pay the Supplier a contractual penalty of **CZK 600,000** for each individual breach of such obligation.
- 7.9 For the purposes of this paragraph 7 of these Business Terms and Conditions, stores shall also include the individual premises of a chain store, pharmacies or other establishments with which the Partner has made a contract for the purpose of the Partner's participation in the Event.
- 7.10 The Partner and the Agency declare that they agree to the amount of contractual penalties under this paragraph 7 of these Business Terms and Conditions, as they are aware that failure to fulfil their contractual obligations is capable of harming the reputation and credibility of the Supplier and the Magazines and thereby negatively affect, among others, the success of the Event and the sale of Magazines.
- 7.11 A claim arising or a payment of a contractual penalty by the Partner or the Agency shall be without prejudice to the Supplier's right to the remuneration specified in the Binding Reservation and the claim for full compensation.
- 7.12 If the Supplier infringes the obligations referred to in paragraph 3.1 of these Business Terms and Conditions, it is obliged to pay the Partner a contractual penalty of **CZK 40,000** or to offer reasonable compensation in the form of advertising. However, it shall not be considered to be a breach of these Business Terms and Conditions, if the Supplier's obligation referred to in paragraph 3.1 is not fulfilled

due to the Partner not having listed in the Event Manager all establishments participating in the Event or having incorrectly indicated the name, address of the establishment or not having cooperated on the takeover of materials or not having provided the Supplier with the materials for advertising and preparation of promotional materials and Discount Coupons.

- 7.13 The Partner, the Agency and the Supplier shall not be obliged to pay a contractual penalty if they breach the obligations set out in these Business Terms and Conditions due to the effect of force majeure, i.e. due to an accident, fire, flood or other natural disasters, epidemic or similar event if it could not be prevented with reasonable efforts. This does not apply to cases when the obliged party was already in default with the fulfilment of an obligation when the force majeure occurred. The Partner, the Agency and the Supplier undertake to inform each other of force majeure occurrences and to proceed in the manner that would minimize the breach of obligations and the resulting damages as much as possible.
- 7.14 The contractual penalty is payable by a non-cash transfer to the account of the Supplier or the Partner specified in the Binding Reservation within ten (10) days of receipt of a written call for payment by the Partner or Supplier.
- 7.15 The Partner and/or the Agency shall acknowledge that the 'Marianne Days' logo is a trademark and that they are entitled to use that trademark only for the purpose and in the manner specified in these Business Terms and Conditions and the Binding Reservation. The Partner and the Agency undertake to ensure that the trademark is never used in a disparaging manner or in a manner that harms or could harm the reputation of the Supplier or its products and services. In the event of a breach of any obligation of the Partner and the Agency under this paragraph, the Supplier shall be entitled to request the Partner and the Agency (jointly and severally), and the Partner and the Agency (jointly and severally) undertake to pay the Supplier a contractual penalty in the amount of **CZK 150,000** for each individual breach of this obligation of the Partner or the Agency.

8. Duration and Termination of Cooperation

- 8.1 Cooperation between the Partner and/or the Agency and the Supplier will always last for the period necessary to fulfil all obligations of the Parties arising from the Binding Reservation and from these Business Terms and Conditions or the Contract.
- 8.2 The Contract made in accordance with the procedure referred to in paragraph 2.2 of these Business Terms and Conditions cannot be terminated. The Contract may be terminated only by written agreement of the Parties.
- 8.3 In the event that any of the Parties breach its obligations, which has been alerted and the defective situation has not been removed within the reasonable time provided or in the event that any of the Parties have infringed its obligations substantially, the other Party shall be entitled to unilaterally withdraw from the Contract made in accordance with the procedure referred to in paragraph 2.2 of these Business Terms and Conditions. In this case, the Contract expires on the date of delivery of the written expression of will of the authorized Party to withdraw from the Contract to the other Party infringing its obligations. For the purposes of this paragraph, the Partner and the Agency shall be deemed to be one Party to these Business Terms and Conditions and the Contract.

9. Cost of Performance

- 9.1 Unless otherwise stated in the Binding Reservation or these Business Terms and Conditions, each Party shall bear the costs of performance under the Contract incurred by it.

10. Other Arrangements

- 10.1 The Parties undertake to mutually and in a timely manner provide each other with all the information and supporting materials which are strictly necessary for the proper and timely fulfilment of the obligations arising from these Business Terms and Conditions and the Contract. In matters relating to the Contract, the following contact persons shall be entitled to act on behalf of the contracting parties:

For the Supplier:

akce@burda.cz, tel. +420 737 700 077

For the Partner:

Persons listed in the Binding Reservation and the application filled out by the Partner (or the Agency).

- 10.2 If any of the Parties hands over to the other Party, for the purpose of fulfilling its obligations under the Contract, materials burdened by patents, copyrights or other rights of a similar nature, those rights shall be retained and shall not be assigned in any way to another Party.
- 10.3 The Parties undertake to use information obtained from the other Party in connection with the performance of these Business Terms and Conditions and the Contract solely for the purposes of this Contract. The Partner and the Agency acknowledge that the Contract with the Partner or the Agency is concluded as non-exclusive, i.e. that the Supplier has an unlimited right to choose other contractual partners of the Event.
- 10.4 Within fourteen (14) days of signing the Binding Reservation, the Partner is entitled to cancel the Binding Reservation and withdraw from this Contract without an obligation to pay the severance pay stipulated in the Binding Reservation. If the cancellation of the Binding Reservation and withdrawal from the Contract takes place later than fourteen (14) days after signing the Binding Reservation, the Partner is obliged to pay the Supplier a severance pay amounting to the full price (including VAT) specified in the Binding Reservation within five (5) days of delivery of the written notice of withdrawal or partial withdrawal from the Contract to the Supplier. However, the Partner is not entitled to cancel the Binding Reservation if fifty (50) days or less remain until the date of publication of the Magazines. Cancellation of the Binding Reservation and withdrawal from the Contract is possible only by written notice of withdrawal from the Contract, which must be delivered to the Supplier. If multiple different advertising areas have been ordered through the Binding Reservation, it is possible to make partial cancellation of the Binding Reservation and withdrawal from the Contract. .

11. Final Provisions

- 11.1 The provisions of these Business Terms and Conditions form an integral part of any Binding Reservation or Contract concluded between the Supplier and the Partner pursuant to Article 2.2 of these Business Terms and Conditions. In the event that a Binding Reservation contains an explicit arrangement that is contrary to these Terms and Conditions, the explicit provision of the Binding Reservation shall have priority.
- 11.2 These Business Terms and Conditions may be changed by the Supplier at any time. The Supplier shall inform the Partner in writing of any change to these Business Terms and Conditions. If the Partner does not agree to changes to the Business Terms and Conditions, it has the right to terminate the Binding Reservation or Contract, with a notice period of thirty (30) days, which shall commence on the day following the date of receipt of the written notice. However, any changes to the Business Terms and Conditions do not apply in any way to the Binding Reservations or Contracts made before such changes take effect.
- 11.4 In the event that any provision of these Business Terms and Conditions, a Binding Reservation or a Contract becomes invalid, ineffective or unenforceable, this will not affect the validity and enforceability of the other provisions of these Business Terms and Conditions, such Binding Reservation or such Contract. The Parties undertake to replace the invalid, ineffective or unenforceable provision with a valid, effective and enforceable provision, which, by its content and meaning, best corresponds to the content and meaning of the original provision which has become invalid, ineffective or unenforceable.

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- 11.5 These Business Terms and Conditions are governed by the Czech law. Any disputes arising out of these Business Terms and Conditions, a Binding Reservation or Contract will be submitted to the competent (general) court of the Supplier.
- 11.6 These Business Terms and Conditions shall come into force and take effect on the date of their publication on the Supplier's website at <https://slevy.marianne.cz/partner> (this link will be functional from January 2, 2023 for MDS and May 27, 2024 for MDA).