

## Definitions

**BF** – the company Business Factory s.r.o., Id.No: 28356624, with its registered seat at Milady Horákové 13, Brno, ZIP code 602 00, incorporated in the Companies register kept by Regional Court in Brno, file number C 63427 – the entity which supplies or provides the Services.

**the Client** – a natural or legal person, who orders the Services from BF.

**the Parties** – parties means BF and Client.

**the Advertising space** – advertising space is determined for placement and publishing of advertising and advertising campaigns, for commercial communication. The advertising space is placed on the World wide web, on internet servers or on advertising platforms, esp. Facebook, Instagram, Audience Network, Google, Google Display Network, YouTube, Adform, Sklik, Indahash, or other which are stated in an Order list.

**the Advertising/Advertising campaign** – information and materials prepared by the Client to be used during the services providing. Advertising campaign also means summary of entire advertisement which has been placed or published in the advertising space.

**the Services** – providing of the advertising space to the Client on the internet and/or placement and publishing of advertising and/or advertising campaign of the Client in the advertising space, or other related services agreed by Parties, using platforms ROI Hunter and DoubleClick or other platforms agreed by Parties, or providing of service directly via tools of advertising space's providers.

**the General terms and conditions (GTC)** – a document defining general conditions of cooperation between BF and the Client. GTC is part of every partial contract concluded with BF. In case of a conflict between partial contract and GTC, partial contract shall prevail.

**the Partial contract** – contractual arrangements between BF and the Client towards provision of concrete services.

**the Order list** – an offer to conclusion of a partial contract made by the Client. Order list contains identification of the Client, incl. bank details, contact person of the Client for purposes of providing of BF's services, further conditions of services providing as period of providing, specification of services, platform choice, expected amount of resources invested into placement and publishing of advertising and/or advertising campaign, incl. remuneration, payment method of resources to providing of services and other information required to services providing.

## 1. Rights and obligations of BF

- 1.1. BF is obliged to provide Services to the Client on the basis of the Order list conditions and these GTC. These services may be provided by (shall be agreed in written in Order list):
  - a) providing and placement of Client's advertising banner in the Advertising space, publishing in agreed period on the base of agreed metrics. Presentation of banner is realized in proportion with other clients. Advertising banner shall be active, i.e. further click to the next URL address of the Client shall be available. Advertising materials (banner incl. slogan) shall be delivered to BF by the Client latest by 5 (five) workdays before start of services providing, unless otherwise agreed.
  - b) integration of logo and name of the Client with his slogan and his presentation for purposes of a competition which shall be announced and realized in advertising space with notification that the Client is a partner of the competition. The Client is obliged to supply at least one prize for winner in minimum value agreed in the Partial contract. The competition period shall be agreed in the Partial contract.
  - c) providing and publishing of Client's PR articles in the Advertising space during the agreed period. The Client is obliged to provide backgrounds for these articles latest by 5 (five) workdays before publishing of the articles. BF shall ensure a preparation and correction of the articles.
  - d) providing and placement of the Client's Advertising and/or the Advertising campaign in the Advertising space and further administration with an objective to achieve the maximum campaign performance. The campaign's performance shall be evaluated as agreed in the Partial contract by parameter CPM (cost per mille), the so-called price per a thousand of views amounting to a sum / CPI (cost per installation) / CPA (cost per action) / CPL (cost per lead). The parameter choice shall be agreed in the Partial contract with eventual definition of „action“ and /or „lead“.
  - e) providing of the Advertising campaign administration with tool of the Advertising and/or Advertising campaign providers using platform of ROI Hunter and/or DoubleClick to manage Advertising campaigns and maximize their performance and achieve the best goals set in accordance with the specification of particular campaigns.
  - f) other related services agreed by the Parties in the Partial contract.
- 1.2. BF is obliged to provide the Services on the basis of mutually agreed specifications for particular periods or part of the campaign (the assignment). BF is obliged to respect the assignment which has been agreed in the Partial contract. BF is entitled to familiarize and approve the entire materials of the Client prepared to the Services providing. BF is not obliged to use and/or publish the materials without prior acknowledgement. BF reserves the right to not start

or suspend its Services in case of failure with providing of necessary documents by the Client.

- 1.3. BF is obliged to provide the Services with the opening and in the period agreed by the Parties in the Partial contract. The Services are considered as provided at the time of the Advertising space is ensured and/or provided and/or the Advertising and/or Advertising campaign is placed or published in the Advertising space.
- 1.4. Defects which are claimed by the Client properly, in a written form and on-time is BF obliged to remove at the earliest possible time.
- 1.5. BF is entitled to suspend providing of the Services in case of Client's delay with payment of remuneration for the Services.

## 2. Rights and obligations of the Client

- 2.1. The Client is obliged to choose a way of the Services providing according to Art. 1 (2) of GTC, provide necessary documents to be approved by BF. The documents shall be provided to BF in sufficient advance before agreed start of the Services providing. The Client is obliged to complete the documents upon request of BF.
- 2.2. The Client shall acknowledge and approve of these materials. The Client is obliged to verify factual accuracy of commercial communication in advertising materials, the Client is obliged to verify and is responsible that the content of advertising materials shall not contravene rules of law – especially it shall not contravene rules of competition and unfair competition protection (e.g. misleading advertising, inadmissible comparative advertising etc.) shall not contravene rules of personality rights and/or intellectual property right of BF or third parties.
- 2.3. Tax document (an invoice) delivered to the Client shall be considered as a delivery note and confirms providing and delivery of the services specified in the invoice to the Client. Compliance between the provided Services and the assignment shall be checked by the Client without delay. Eventual defects shall be applied by the Client to BF without delay (latest by 7 days) with specification of concrete defects the Client applies. The Client forfeits the right from defective performance if he fails to do so.
- 2.4. The Client is obliged to pay the agreed remuneration to BF within the due date.

## 3. Remuneration, Payment terms and conditions

- 3.1. The Client is obliged to pay BF after termination of the Advertising campaign, at least once a month retrospectively for all campaigns, according to actually used services:
  - a. the sum corresponding to the campaign volume invested in the Advertising space („Ad spend“), if the Client settles a payment through BF. If the Client uses his own payment method (the sum corresponding to volume invested in the Advertising space is paid by Client directly via his advertising accounts), BF Charles the remuneration for provided Services see Art. 3 (1 b) of GTC.
  - b. the sum corresponding to the remuneration for provided Services according to the Business model agreed by the Parties.
    - by percentage of the campaign volume invested in the Advertising space („Ad spend“), by formula: % \* sum invested to the Advertising space;
    - by fixed agreed hourly rate and amount of spent time, by formula: hourly rate \* amount of hours;
    - by fixed agreed remuneration per project or period of time;
    - by combination of abovementioned business models or other way agreed by the Parties;
  - c. the sum corresponding to technology fee (platform ROIHunter, Doubleclick or other)
  - d. eventual the remuneration for other services agreed by the Parties in the Partial contract.
- 3.2. The above-stated prices/sums are VAT exclusive. VAT shall be charged in accordance with the law in a legal amount. The price including VAT shall be stated in a tax document (an invoice). The tax documents (invoices) are due within 15 days the delivery to the Client. The payment shall be settled by a transfer to BF's bank account specified in the Order list and/or in every issued invoice. The entire invoicing shall be realized in CZK or other currency if Parties agreed so. If other currency is used the other currency shall be converted to CZK by the course of the Czech National Bank to the last day of month which is invoiced.
- 3.3. In case of the Client's delay with payment for remuneration the Client is obliged to pay the contractual penalty 0,05% for each day of delay until the payment.

## 4. Responsibility

- 4.1. BF is not liable for damages caused to the Client or third persons by errors or faults of the Client or operator of the Advertising space.
- 4.2. BF is not liable for damages caused by interruption, failure, malfunctioning of the Services that were not reasonably foreseeable and/or were not caused by BF and could not reasonably be avoided by BF (e.g. failure of availability and functioning of Facebook, Google etc.)

- 4.3. The Client is responsible for damage arising from publishing of Advertising and/or Advertising campaign, its content or communication to BF or to third persons.
- 4.4. The Client is responsible for fulfilling of requirements of Personal data processing of persons to whom the Client's Services are targeted. The Parties use the Personal data to target the Services provided by BF to the Client. The Client is solely responsible for any breach or damage arising from Personal data processing of persons to whom the Client's Services are targeted.
- 5. Protection of information**
- 5.1. In fulfilling the obligation resulting from the Partial contract, between the Client and BF may occur the exchange of information that is considered confidential. Confidential information includes, but is not limited to, all information provided between the Parties which is subject to business secrets according to Sec. 504 of Act No. 89/2012 Coll., The Civil Code.
- 5.2. The Parties consider the information referred to in Art. 5 (1) of GTC as confidential, also all the information that becomes known to the Parties in negotiating the conclusion of the Partial contract, in provision of the Services and in connection therewith, and undertake to protect them from disclosure or communication to any third party in any manner whatsoever.  
An exception to this obligation is:
- the obligation to disclose information and data if so provided by applicable law (even in such a case a Party is required to ensure that information and data are only communicated to the necessary extent)
  - provision of information and data to the company ROI Hunter a.s. with ties to BF. This company and persons acting on behalf of her are obliged to preserve the confidentiality of the information at the same extent as the Parties.
- 5.3. If any Party verifiably breaches the obligation under Art. 5 (2) of GTC the other party is entitled to claim payment of a contractual penalty of 100.000,-CZK (in words one hundred thousand Czech crowns) for each breach of duty. The obligated party is obliged to pay the contractual penalty within 15 days of receipt of a written request for payment of a contractual penalty. The payment of a contractual penalty shall not affect the right of eligible Party to compensations of damages.
- 6. Establishment and termination of a contractual relationship**
- 6.1. The Partial contract is based on the Client's written Order list delivered to BF with specific terms and condition for the provision of the Services, and acceptance of the Order list by BF. The BF's acceptance which contains a disagreement with any of the condition listed the Order list and/or a draft of different terms shall not be considered as acceptance but shall be considered as a new proposal.
- 6.2. The Parties agree that the delivery of the Order list and the acceptance may also be effected by email. The email shall contain a scanned document signed by an authorized representative. The Client is obliged to send the Order list in written form to the BF address within 3 days of delivery of the email (acceptance of the Order list by BF). Otherwise BF is entitled to terminate the Partial contract immediately without notice.
- 6.3. The Partial contract may be also terminated by:
- the withdrawal of a Party if the other Party seriously infringes its obligation under these GTC or the Partial contract (in the sense of Sec. 2002 of Act No. 89/2012 Sb., the Civil Code), the other Party is declared bankruptcy or entered into liquidation. The withdrawal shall be in writing. The Client's outstanding debts to BF are due on the first work days following the delivery of the withdrawal to the Client if BF does not specify a later date.
  - the termination notice of a Party, even without giving any reason, with a 2 months' notice period starting on the first day of the month following the delivery of the notice. The Client is obliged to pay BF the remuneration for the provided services until the expiration of the notice period.
  - the agreement of the Parties.
- 7. Arbitration clause**
- 7.1. The Parties herein agree, as enabled by the Act No. 216/1994 Coll., that any and all property disputes, which may arise in the future out of the relationship between the Parties, the Partial contracts and these GTC in terms of reason and amount and/or in connection with it, (hereinafter "the disputes" only), shall be resolved through arbitral proceedings, except the disputes arising from execution proceedings and bankruptcy proceedings, unless they are not solved by the mutual agreement. The Parties herein agree that any dispute shall be decided by JUDr. Karel Schelle, LL.M, MBA., seated in Brno, Ambrožova 6, ZIP code 635 00. If JUDr. Karel Schelle, LL.M, MBA could not decide a dispute for objective reasons, the Parties agree that the dispute shall be decided by doc. JUDr. Karel Schelle, CSc., seated in Brno, Ambrožova 6, ZIP code 635 00.
- 7.2. The arbitrator appointed by this arbitration clause shall resolve without oral proceedings, on the basis of written evidence introduced by the parties. In case the arbitrator finds the written documents to be insufficient, he is entitled to order the oral proceedings. The dispute shall be decided and delivery of correspondence shall be made at the address of Arbitrator's seat. The arbitrator shall inform the Parties about the change of the address if he decides so. The arbitrator delivers submitted law suit to the other party (defendant) with order to make a statement to the law suit within 15 days since the delivery. It is considered that the other party (defendant) agrees with the law suits unless the different statement is made within 15 days. The order of the arbitrator has to contain a warning about this matter of fact. The arbitral award does not include the reasoning. The same applies if dispute is solved by reconciliation in the form of arbitral award. The arbitral award is made in compliance with substantive law and the arbitrator is authorized to resolve the dispute in compliance with principles of justice.
- 7.3. Arbitration proceedings is charged in the amount of 4% + VAT of the value of the dispute, at least 10.000,-CZK + VAT. The charge is paid by the party who takes a law suit and represents the remuneration of the arbitrator.
- 7.4. The costs of the arbitration proceedings are charge for the arbitration proceedings, costs of legal representation according to relevant legislative and other costs arising from arbitration proceedings.
- 7.5. The unsuccessful party is obliged to reimburse the legal costs to the successful party. Provisions of the Code of civil procedure and related legislation shall be reasonably used during the decision on legal costs reimbursing obligation.
- 7.6. The delivered arbitral award is final and enforceable. Unless this arbitration clause states differently, the Act No. 216/1994 Coll. shall apply. Unless this arbitration clause states differently, provisions of legislation valid for civil procedure, esp. Act. No. 99/1963 Coll., Code of civil procedure or Act No. 216/1994 Coll. shall apply reasonably. The language of the arbitration is Czech, the Parties are obliged to submit all materials in the Czech language or in officially verified translation. The Parties agree that all submissions delivered by the arbitrator to the Parties are only in the Czech language. The arbitrator is authorized to decide questions which are not regulated by this arbitration clause or legislation on his own accord.
- 8. Final provisions**
- 8.1. In case of any provision of these GTC to be or become obsolete, ineffective or invalid, it shall not result in nullity or ineffectiveness of these GTC as a whole.
- 8.2. Rights and obligations not covered by these GTC shall follow the Act No. 89/2012 Coll., Civil Code, the Act No. 40/1995 Coll., on Advertising Regulation as amended and other legal regulations of the Czech Republic as amended.
- 8.3. All changes and amendments to the Partial contract shall be made in a written form, unless the Parties agree otherwise. The Parties declare that their mutual communication shall take place through authorized persons and/or elected representatives. Concrete persons shall be designated in the Partial contract. The Parties agree that the communication shall also take place electronically, by electronic mail to the addresses of the authorized persons and/or the elected representatives designated in the Partial contract. Documents in electronic form can be delivered by e-mail.
- 8.4. The GTC, as well as the Partial contracts, are governed by the law of the Czech Republic, excluding conflict in standards that would after to the use of foreign law. In the event of any dispute between the Parties arising out of these GTC and the Partial contracts, the Parties undertake to make the greatest possible effort that may be required to reach an amicable settlement by agreement of the Parties.
- 8.5. The GTC shall become valid and effective on 01.04.2018 and its wording is available on the public part of BF's website ([www.b.cz](http://www.b.cz))