The General Trade Conditions

These General Trade Terms (hereinafter referred to as the "**GTC**") regulate the legal relations between each of the following companies:

- **WPP Media Czech Republic, s.r.o.**, Identification number: 267 03 041, with the registered seat at Bubenská 1477/1, Holešovice, 170 00 Praha 7, entered in the Commercial Register maintained by the City Court in Prague, Section C, Insert 88429,

- **EM2 Media Agency s.r.o.**, Identification number: 625 85 886, with the registered seat at Bubenská 1477/1, Holešovice, 170 00 Praha 7, entered in the Commercial Register maintained by the City Court in Prague, Section C, Insert 33864,

- **WAVEMAKER Czech s.r.o.**, Identification number: 471 24 067, with the registered seat at Prague 3, Jeseniova 51/1169, Postal Code 130 00, entered in the Commercial Register maintained by the City Court in Prague, Section C, Insert 12861,

(each of them individually hereinafter referred to as the "**Agency**") and the customer (hereinafter referred to as the "**Client**") upon the provision of marketing services by each of the Agencies to the Client.

Apart from these GTC, the relations between the Agency and the Client are also governed by the contract arranged between the Agency and the Client, with precedence of this contract for the given relationship over these GTC. The relations between the Agency and the Client in matters not expressly regulated here-in or the contract are also governed by the legal order of the Czech Republic, in particular the provisions of the Act No. 89/2012 Coll., The Civil Code, as subsequently amended (hereinafter referred to as the "**Civil Code**").

The GTC regulate the specific areas of advertising exclusively and specifically as follows.

Non-Transparent Services
Non-Transparent Services is a definition in many client contracts which refers to the fact that we do not disclose the underlying costs components of media acquired by WPP Media at its own cost and/or risk and media sold as part of the WPP Media Flex programme which includes our all-inclusive products. These various products are often alternatively referred to as, Inventory Media, Non-Disclosed or Non-Traditional Media, Proprietary Media, Principal or Inventory Sales or „Balíček GroupM" or „TV balíček" or "GroupM Package" or a "TV Package" or „DSP". It includes the following all-inclusive products provided by WPP Media Solutions: Integrated Display, Advanced TV, Native Advertising, Mobile Performance, Goat. References in related media plan to these product names and terms and to "Flex", "WPP Media-owned" should be taken as disclosures of Non-Transparent Services (or the equivalent term in your Master Services Agreement)."

TV
The signed media plan represents for the Client a binding order of the Agency's services related to the usage of the advertising space under the conditions agreed in the given media plan. The Client expressly agrees to the terms set forth herein, respectively to the conditions referenced herein.

The Client acknowledges that any possible future changes or cancellation of the media plan by the Client shall be subject to contractual penalties and / or fees that are identical in content to the contractual penalties and / or fees under the current business conditions of individual providers of the media space. The Client declares that he had an opportunity to become familiar with such conditions, he fully understood them, he agrees with them and did not find any of their provisions such that could not reasonably be expected or would be particularly disadvantageous for him.

The Client is utterly responsible for the documents submitted to the Agency or directly to providers of the media space , both in terms of material (technical parameters , including print quality, specification documents, etc.) and from a legal perspective (including the rights to the documents and its influence on the rights of third parties). The Client's responsibility includes, in particular, his liability for any breach of copyright and related intellectual property rights relating to the documents, as well as responsibility for the content and form of communication that the Client wishes to publish under the laws applicable in the country of publication. The Client is responsible for, inter alia, compliance with legal standards governing advertising, privacy and personal data, radio and television broadcasting and trademarks. The Client shall not be entitled to make a claim due to errors in published advertisement in case of breaching the technical parameters and technical specifications of the documents submitted to the Agency; in this case, the Agency's responsibility is excluded. The Agency shall not be liable for any delay or failure to publication or broadcast of advertising, or erroneous publication or broadcast of advertising that is not provably caused by or resulting from defective performance of the Agency. The Agency is not liable for damage caused to third parties by infringing the rights to free competition under Section 2972 et seq. of the Civil Code.

All information contained in the given media plan represents trade secrets. The Client agrees to communicate it only to employees of his company, if these persons need the information to perform activities for the Client. The Client also agrees to ensure that these individuals (a) use the information only to meet the obligations under the given contract and (b) complied with the requirements of the protection of confidentiality towards third parties. The Client is responsible for such persons´ compliance with this commitment.

The media plan will become binding only by the Client´s full acceptance of all of the contents expressed in this media plan without any changes. The Client´s response to the Agency offer expressed in the media plan with additional or different terms which do not substantially change the conditions of the offer cannot lead to an agreement, except where the Agency confirms without delay in writing its agreement with the response of the Client. Both parties exclude the silence, the oral form of arrangement and/or implied consent within the meaning of the Civil Code as manifestations leading to the conclusion of the agreement on the media plan. The above rules also apply mutatis mutandis to the binding order or other arrangement under the media plan.

The Client agrees that the price referred to in the media plan is calculated based on the estimated viewership provided in the media plan and valid Client´s rating point price, and that the resulting (invoiced) price may be increased appropriately in proportion to the increase in viewership if the actual viewership of TV campaign detailed planned by the Agency is higher than estimated viewership. Both parties agreed that such a change is not an unilateral change of the business conditions.

Digital

The signed media plan represents for the Client a binding order of the Agency's services related to the usage of the advertising space under the conditions agreed in the given media plan. The Client expressly agrees to the terms set forth herein, respectively to the conditions referenced herein.

The Client acknowledges that any possible future changes or cancellation of the media plan by the Client shall be subject to contractual penalties and / or fees that are identical in content to the contractual penalties and / or fees under the current business conditions of individual providers of the media space. The Client declares that he had an opportunity to become familiar with such conditions, he fully understood them, he agrees with them and did not find any of their provisions such that could not reasonably be expected or would be particularly disadvantageous for him.

The Client is utterly responsible for the documents submitted to the Agency or directly to providers of the media space, both in terms of material (technical parameters , including print quality , specification documents, etc.) and from a legal perspective (including the rights to the documents and its influence on the rights of third parties). The Client's responsibility includes, in particular, his liability for any breach of copyright and related intellectual property rights relating to the documents, as well as responsibility for the content and form of communication that the Client wishes to publish under the laws applicable in the country of publication. The Client is responsible for, inter alia, compliance with legal standards governing advertising, privacy and personal data, radio and television broadcasting and trademarks. The Client shall not be entitled to make a claim due to errors in published advertisement in case of breaching the technical parameters and technical specifications of the documents submitted to the Agency; in this case, the Agency's responsibility is excluded. The Agency shall not be liable for any delay or failure to publication or broadcast of advertising, or erroneous publication or broadcast of advertising that is not verifiable caused by or resulting from defective performance of the Agency. The Agency is not liable for damage caused to third parties by infringing the rights to free competition under Section 2972 et seq. of the Civil Code.

All information contained in the given media plan represents trade secrets. The Client agrees to communicate it only to employees of his company, if these persons need the information to perform activities for the Client. The Client also agrees to ensure that these individuals (a) use the information only to meet the obligations under the given contract and (b) complied with the requirements of the protection of confidentiality towards third parties. The Client is responsible for such persons´ compliance with this commitment.

The media plan will become binding only by the Client´s full acceptance of all of the contents expressed in this media plan without any changes. The Client´s response to the Agency offer expressed in the media plan with additional or different terms which do not substantially change the conditions of the offer cannot lead to an agreement, except where the Agency confirms without delay in writing its agreement with the response of the Client. Both parties exclude the silence, the oral form of arrangement and/or implied consent within the meaning of the Civil Code as manifestations leading to the conclusion of the agreement on the media plan. The above rules also apply mutatis mutandis to the binding order or other arrangement under the media plan.

Data collected relating to the campaign realization remain the ownership of the Agency.

The Client acknowledges that a part of the budget may be moved between formats within the same vendor while optimizing campaign performance in order to achieve the set campaign goals.

Non-Transparent Services: Cancellation fee is 100% in case the ordered campaign is cancelled.
Non-Transparent Services: Prices and budgets are after all discounts deductions, commissions and bonuses.

For digital campaigns that use pixels, tags, etc. that the Agency places on client websites or ads, the Client is the only party that can authorize tagging on its digital properties (website, advertising). Although implemented by the Agency, these tags are deployed according to the Client's instructions. Therefore, the Client is in the same position as any digital publisher and causes the transmission of data from his website. In relation to the processing, which is equal to the transfer of personal data, the Client is therefore a controller pursuant to the Regulation of the European Parliament and the EU Council 2016/679 (hereinafter referred to as "**GDPR**").

The Client is responsible for processing personal data for the given purpose on the basis of the legality of processing under Article 6 of GDPR and in case of digital advertising obtaining the consent of data subjects under Article 6 (1) (a) of GDPR.

The Client is also responsible for placing appropriate disclaimer and information on his website under Article 13 of GDPR, as the Client is the only party controlling this property.

In the above cases, the Agency does not have access to personal data and is therefore a third party outside the regime established by GDPR.

During the performance of agency services ordered by a client the Third-party tagging technology may be used (i.e., tags, pixels, cookies and similar technologies). By implementing such technologies certain legal obligations may arise to the client, which the agency is not or cannot be responsible for and the agency cannot provide a legal advisory in this matter to the client too. The agency may use codes of particular ad systems for campaign optimisation, which use marketing cookies in order to be functional. Furthermore, agency may use Google Analytics application for a campaign and content evaluation. Google Analytics data are being used for target audience set up – by using marketing cookies, and for analytical evaluation of a website audience – by using statistical cookies. Agency provides the information regarding usage of Third-party technologies by this manner to the client in order to allow the client to meet relevant legal obligations to its customers and visitors of client digital properties.

Print, Radio, OOH

The signed media plan represents for the Client a binding order of the Agency's services related to the usage of the advertising space under the conditions agreed in the given media plan. The Client expressly agrees to the terms set forth herein, respectively to the conditions referenced herein.

The Client acknowledges that any possible future changes or cancellation of the media plan by the Client shall be subject to contractual penalties and / or fees that are identical in content to the contractual penalties and / or fees under the current business conditions of individual providers of the media space. The Client declares that he had an opportunity to become familiar with such conditions, he fully understood them, he agrees with them and did not find any of their provisions such that could not reasonably be expected or would be particularly disadvantageous for him.

The Client is utterly responsible for the documents submitted to the Agency or directly to providers of the media space, both in terms of material (technical parameters , including print quality , specification documents, etc.) and from a legal perspective (including the rights to the documents and its influence on the rights of third parties). The Client's responsibility includes, in particular, his liability for any breach of copyright and related intellectual property rights relating to the documents, as well as responsibility for the content and form of communication that the Client wishes to publish under the laws applicable in the country of publication. The Client is responsible for, inter alia, compliance with legal standards

governing advertising, privacy and personal data, radio and television broadcasting and trademarks. The Client shall not be entitled to make a claim due to errors in published advertisement in case of breaching the technical parameters and technical specifications of the documents submitted to the Agency; in this case, the Agency's responsibility is excluded. The Agency shall not be liable for any delay or failure to publication or broadcast of advertising, or erroneous publication or broadcast of advertising that is not verifiable caused by or resulting from defective performance of the Agency. The Agency is not liable for damage caused to third parties by infringing the rights to free competition under Section 2972 et seq. of the Civil Code.
Media plan may contain inventory media. Inventory media price is final. In case of the cancelation of inventory media, the Client pays cancelation fee 100 per cent of the price. Inventory media also means WPP Media Solutions, GroupM inventory, Proprietary media, Propriet media, Inventory media Services, GroupM DSP.

All information contained in the given media plan represents trade secrets. The Client agrees to communicate it only to employees of his company, if these persons need the information to perform activities for the Client. The Client also agrees to ensure that these individuals (a) use the information only to meet the obligations under the given contract and (b) complied with the requirements of the protection of confidentiality towards third parties. The Client is responsible for such persons´ compliance with this commitment.

The media plan will become binding only by the Client´s full acceptance of all of the contents expressed in this media plan without any changes. The Client´s response to the Agency offer expressed in the media plan with additional or different terms which do not substantially change the conditions of the offer cannot lead to an agreement. Both parties exclude the silence, the oral form of arrangement and/or implied consent within the meaning of the Civil Code as manifestations leading to the conclusion of the agreement on the media plan. The above rules also apply mutatis mutandis to other arrangement under the media plan.

In the case of securing production through the Agency, the production is invoiced in the month in which it is actually processed - ie. if the print materials are delivered on time, invoicing takes place approximately 2 weeks before the start of the campaign (it can also be invoiced in the previous month before the start of the campaign); if the print materials are delivered later - invoicing can take place in the month in which the campaign takes place itself.

Production
With respect to the copyright work created or provided by the Agency, which is part of the relevant advertising product (hereinafter referred to as the "Advertising Product") created according to the Agreement (including, where applicable, in the form of a confirmed purchase order or media plan), the Parties have agreed that the Agency grants the Client a license or sub-license for the purposes of the Agreement and the exercise of the corresponding copyrights. The Agency shall remain entitled to use this copyright work for its own marketing activities, including, but not limited to, publication on its own website or social network profiles, in presentations, as a presentation of the Agency's services, in case studies, etc.

With respect to the copyright work created or provided by the Client that is part of an advertising product, the Parties have agreed that the Client grants the Agency a license or sub-license as a time and territory unlimited, non-exclusive and non-transferable license and the performance of the corresponding copyrights, to all known means of performance of the copyrights. The Agency shall be entitled to use this copyright work for its own marketing activities, namely: for publication on its own website or social network profiles, in presentations, as a presentation of the Agency's services, in case studies, etc.; in the Agency's online gallery (website), together with the publication of a comparison of selected metrics with the market benchmark, expressed as a relative percentage difference, including basic information about the advertising campaign, including identification of the Client, the

Agency and a basic description of the campaign and its objectives. This arrangement applies even if some or all of this information turns out not to be copyrightable.

Each of the Parties bindly declares that the copyright in the respective advertising product as a copyrightable work is fully settled. Each Party shall provide the other Party, upon request, with documents relating to the settlement of the copyright in the copyrighted work, or that it has communicated to the owner of the proprietary copyright information about the granting of a sub-licence under the Agreement. If the Party concerned has not settled all fees associated with the use of the copyright work, it shall undertake to pay the fees to the beneficiaries.

The licence and sub-licence is granted free of charge. For the avoidance of doubt, the parties exclude the application of the provisions of § 2374 of the Civil Code and § 2378-2382 of the Civil Code. The licensing agreement may not be terminated; the provisions of § 2370 paragraph 2 of the Civil Code shall not apply.

The Agency shall also have the right to modify and change the copyright work or to combine it with another work without further legal conditions; the provisions of § 2375 paragraph 2 of the Civil Code shall not apply to this extent.

Each of the Parties acknowledges that the respective advertising product may be protected by copyright and other intellectual property rights both domestically and abroad. In this sense, each Party undertakes to treat the promotional product as a work of authorship and to take reasonable measures to ensure that the promotional product is used in accordance with the regulations governing the protection of copyright and other intellectual property.

Each Party agrees to preserve the integrity of any copyright or trademark information to which it has access under the Agreement that refers to the owner of the rights in question and the copyright or trademark of any components of the Promotional Product that were used to create the copyrighted work.

Each Party agrees to provide the other Party with the necessary cooperation to acquire the license and to use the license in accordance with this Agreement. If a third party makes a claim against a Party for infringement or threatened infringement of its rights by use of an advertising product or a licence under the Agreement, or if a Party becomes aware that its copyright has been infringed or threatened, or if a Party is restricted in the exercise of such rights by a third party, it shall immediately inform the other Party.

These GTC shall become effective as from 1st of June 2026

In Prague, 31st of May 2026