

Annex to CONTRACTUAL COMMERCIAL TERMS for contracts for broadcasting commercial communications on channels represented by MEDIA CLUB, s.r.o.

PRICE LIST

1. General Terms

- a. The Price List contains the price terms for broadcasting commercial communications on the TV channels of MEDIA CLUB, which, as of the date this price list is issued, are the TV channels of Prima, Barrandov, Óčko, S&P, MTV, Hudební televize and Atmedia.
- b. The target groups for the sale of commercial communications planned by the Client and sale of commercial communications planned for “reality”
 - Adults 15–69
 - Children – 4–14 – Prime-time and Off-prime time are not determined for this target group and the PRIME TIME and OFF PRIME TIME indexes are not applicable. Instead of them, the index of 1.00 will be applied for the whole broadcast day.
- c. In case of Atmedia TV programs the PRIME TIME and OFF PRIME TIME indexes are not applicable and do not apply PT and OPT indices; the index of 1.00 will be applied for the whole broadcast day.
- d. The price per rating point GRP (hereinafter referred to as “CPP”) relates to the target groups Adults 15–69 or Children 4–14 and to spots 30 seconds long.
- e. All of the amounts in this Price List are in CZK without VAT.
- f. PRIME TIME (hereinafter referred to as “PT”) is defined as the broadcasting time between 5:30 p.m. and 11:30 p.m. However, in the case of Óčko group this time is between 11:00 a.m. and 6 p.m.
- g. OFF PRIME TIME (hereinafter referred to as “OPT”) is defined as any broadcasting time outside PT.

2. Ratio of distribution for individual TV channels of Media Club.

The client will be able to choose for the entire year one of the distribution modes for individual TV programmes, i.e. either TV Bundle Exclusive or TV Bundle Total. Media Club shall be entitled to add additional modes. The selected mode cannot be changed during the year.

2.1. TV Bundle Exclusive for the target group Adults 15–69 – the ratio of distribution for individual TV channels of Media Club is set as follows for the period from 1/1/2018 to 31/12/2018: Prima 50%, COOL 14 %, LOVE 8%, Prima ZOOM 7 %, MAX 8 %, Barrandov group 3% and other represented stations 10 %.

2.2. TV Bundle Total for the target group Adults 15–69 – the ratio of distribution for individual TV channels of Media Club is set as follows for the period from 1/1/2018 to 31/12/2018: Prima 41%,

Prima COOL 12%, Prima LOVE 6,5%, ZOOM 5%, MAX 7%, Barrandov group 20% and other represented stations (except for Barrandov group) 8,5%.

2.3 TV Bundle Total for the target group Children 4–14 – the ratio of distribution for individual TV channels of Media Club is set as follows for the period from 1/1/2018 to 31/12/2018: – block of series for children Primacek 7%, COOL 35%, Prima Comedy Central 19%, Nickelodeon 22%, atkids 17%.

Media Club reserves the right to change the Ratio of Distribution for individual TV programmes according to this section:

- a. At any time when the actual ratio of SOV channels of Media Club in the target groups Adults 15–69 or Children 4–14 (depending on which has been ordered) for the previous 4 consecutive calendar weeks is different from the currently valid SOV ratio by more than 30% ,
- b. At any time when the currently valid ratio of distribution for individual TV channels does not include such a TV channel represented by Media Club whose average SOV in the target group of Adults 15–69 or Children 4–14 (according to which is ordered) for 4 consecutive calendar weeks is higher than or equal to 0.1%.
- c. At any time when the list of TV channels of MEDIA CLUB is changed.

3. CPP

Unless the relevant Commercial Contract specifies otherwise, the CPP in the target groups Adults 15–69 and Children 4–14 for the period from 1/1/2018 to 31/12/2018 and for individual levels of investment of the Ordering Party is set as follows:

Annual investment in CZK	CPP in CZK
0 – 1,999,999	29 500
2,000,000 – 3,999,999	28 500
4,000,000 – 5,999,999	27 500
6,000,000 – 7,999,999	26 500
8,000,000 – 9,999,999	25 000
10,000,000 - 19,999,999	24 000
20,000,000 - 29,999,999	22 500
30,000,000 - 39,999,999	22 000
40,000,000 - 49,999,999	20 500
50,000,000 - 59,999,999	19 500
60,000,000 - 69,999,999	19 000
70,000,000 - 79,999,999	18 000
80,000,000 and more	flat

Media Club shall not provide an agency commission in 2018, and thus “investment” means the net value of the funds invested with Media Club (i.e. the basis for VAT of invoices issued by MEDIA CLUB).

If the Client does not fulfill the contractually agreed volume of the investment, he will be obliged to pay the Media Club the difference between the realized volume of the investment and the agreed volume of the investment.

If the Client's investments are in fact higher than according to the Contract, the CPP level according to the Contract shall apply, meaning that the price shall not be lowered according to this Price List compared to the Contract.

4. Price definitions

The price of a specific campaign is calculated as a combination of **CPP** and indices a), b), c), d), e) and f) specified in this chapter.

a. Seasonal indices

Month/period in the month	Index level
January	0.80
February	0.95
March	1.30
April	1.40
May	1.40
June	1.340
July	0.80
August	0.90
September	1.40
October	1.45
November	1.45
1.–24. 12. 2018	1.35
25.–31. 12. 2018	0.80

b. Runtime indices

Length of spot in seconds	Index level
10 and shorter runtime	0.50
15	0.77
20	0.90
25	1,00
30	1.00
35	1.25
40	1.45
45	1.60
50	1.75
55	1.90
60	2.00

c. OFF PRIME TIME index

The OPT index applied only to rating points gained in OPT is set as 0.80, and the Ordering Party's right to use the index shall arise by means of

- a guarantee of placement of a minimum of 30% of the total guaranteed advertising performance of the Ordering Party (in CZK) to OPT if such a guarantee of advertising performance is in an amount of up to 9,999,999 CZK, not including VAT.
- a guarantee of placement of a minimum of 40% of the total guaranteed advertising performance of the Ordering Party (in CZK) to if such a guarantee of advertising performance is in the amount of 10,000,000 CZK, not including VAT, or higher.
- If the share of GRP in OPT on the order is over 50%, 2 percentage points surcharge will be applied on the OPT index. (i.e. application of OPT index 0,87)

d. PRIME TIME index

PT index applied only to rating points gained in PT is set as 1.00.

If the share of GRP in OPT on the order is over 70%, 2 percentage points surcharge will be applied on the PT index. (i.e. application of OPT index 1,02)

e. Automatic surcharge for a position in the advertising slot

A surcharge in the amount of 10% of the price of the relevant spot shall be invoiced for each first and last requested position in the advertising slot;

f. Automatic alliance surcharge

A surcharge of 5% of the price of the relevant spot shall be invoiced for each additional client/brand presented in the relevant advertising spot. The presentation of each other (s) of the Customer / Brand may not exceed 20 % of the length of the advertising spot.

g. Surcharge for specific booking requirements

In the case of specific booking requirements (in particular requirements for booking time and program restrictions, etc.), a 2% surcharge will be applied for each request.

5. Limits for GRP / TRP volumes

Media Club reserves the right to not accept or not guarantee to carry out orders whose volume exceeds the specified limits.

The limits are set for individual Clients and individual campaigns according to the following table where:

- A month means 1 calendar month March, April, May, June, September, October, November and December on dates 1–24/12/2018.
- A week means 7 calendar days (even interrupted).
- A day means 1 calendar day.

Target group	Monthly limit	Weekly limit	Daily limit
D15-69	1,163	291	42

The following indices will be used in order to recalculate limits for spot runtime other than 30 seconds:

Spot runtime in seconds	Index level
10	3.00
15	2.00
20	1.50
25	1.20
30	1.00
35	0.86
40	0.75
45	0.67
50	0.60
55	0.55
60	0.50

6. Discount for early signing, individual Client discount, discount for other media

- a) If a Client concludes a written contract through which the client undertakes to order the broadcasting of commercial communications within a certain financial volume for the calendar year of 2018 by 15/12/2018, basic OFF PRIME TIME index at the level of 0,80 will be applied.
- b) Depending on the specific agreed volume, the Client's history and other special parameters of cooperation, MEDIA CLUB and the Client may agree on an individual client discount.
- c) If the client undertakes in writing to invest, from the financial volume that it is bound to order from MEDIA CLUB, the portion specified below in sponsorship, product placement or other commercial communications different from advertising or commercial communications on the Internet on websites operated by FTV Prima, spol. s r.o. or in the Print titles issued in cooperation with FTV Prima, spol. s r.o. (hereinafter as "other media"), the client shall become entitled to a discount from CPP pursuant to Article 3 of this Price List as follows:

Portion of volume of other media in total volume	Discount compared to CPP pursuant to Article 3
10%	3%
20%	8%
30%	13%

If it is not defined differently, the total budget split to other media is divided in following ratio: : 55 % (sponsorship, Product Placement, or other commercial communication,), 40 % (online products, HbbTV), 5 % (print).

Discount for a defined part of volume in other media is valid if the client prioritizes the volume allocation to other media and uses at least 3 different media (with at least 15% in each medium selected).

7. Other surcharges

In the event that the Customer (the Agency or the Client) provides or discloses the information provided in a commercial offer or agreement with the Media Club or information with a commercial offer or contract that is covered by the terms of the contract or Business Terms and Conditions, to a third party other than the Client applied to CPP a surcharge of 10%; this does not affect sanctions under the terms of the Agreement or the Business Terms.

If the Customer is an Agency, attribution or disclosure of information under the preceding clause to the third party by the Client is attributable to the Agency as if it were provided or made available by itself.

8. Final arrangements

In the event of a dispute, arrangements in contracts shall take precedence over the Price List.

The Price List shall apply to contracts with effect in the period from 1/1/2018 and later.

Unless specified otherwise in the Price List or Commercial Terms, Media Club reserves the right to change the Price List, which it shall announce at least 30 days before the Price List change comes into effect.