

**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 represented by MEDIA CLUB, which, as of the date this price list is issued, are the TV channels of the groups of Prima, Barrandov, Óčko, S&P, MTV, Hudební televize and Atmedia. The list of TV channels, which are included in the mentioned groups, is continuously updated at the website of Media Club..
- b. The target groups for the sale of commercial communications planned by the ordering party 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; index 1.00 shall be used instead of that during the entire Broadcasting Day.
- c. No PRIME TIME and OFF PRIME TIME are determined for and PT and OPT indexes are applicable to the TV channels of Atmedia group; index 1.1 shall be used instead of that during the entire Broadcasting Day
- d. The price per rating point GRP (hereinafter referred to as “CPP”) relates to the target groups Adults 15–59 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 shall be 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.
- h. SUPER BREAK (hereinafter only as “SB”) is defined as an exclusive break, exclusively at the Prima channel in the time determined for each day on part of FTV Prima, spol. s r. o. in the time of approx. 8:30 p. m in the length of 1 minute, at the most, with the permitted shortest length of the spot of 20 seconds.

**2. Ratio of distribution for individual TV channels of the MEDIA CLUB TV Channels**

The ordering party 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.

- i) **TV Bundle Exclusive for the target group Adults 15–69** – the ratio of distribution for individual TV channels of the MEDIA CLUB TV channels is set as follows for the period from 01/04/2020 to 31/12/2020: Prima 42 %, Prima COOL 11 %, Prima LOVE 6,5 %, Prima ZOOM 6,1 %, Prima MAX 10 %, Prima KRIMI 7,5 %, CNN PrimaNews 1,5%, Barrandov group 3 % and 12,4 % for other represented stations.

2.2.

- i) **TV Bundle Total for the target group Adults 15–69** – the ratio of distribution for individual TV channels of the MEDIA CLUB TV channels is set as follows for the period from 01/04/2020 to 31/12/2020: Prima 35%, Prima COOL 8,5 %, Prima LOVE 5 %, Prima ZOOM 5 %, Prima MAX 8 %, Prima KRIMI 6,5 %, CNN Prima News 1 %, Barrandov group 20 % and 11 % for other represented stations with exception for Barrandov group.

2.3

- ii) **TV Bundle Total for the target group Children 4–14** – the ratio of distribution for individual TV channels of the MEDIA CLUB TV channels is set as follows for the period from 01/04/2020 to 31/12/2020: Prima – block of series for children Primacek 3 %, Prima COOL 30 %, Prima Comedy Central 19 %, Nicklodeon 36 %, and atkids 12%.

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 represented by 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 01/01/2020 to 31/12/2020 and for individual levels of investment of the Ordering Party is set as follows:

<b>Annual investment in CZK</b>	<b>CPP in CZK</b>
0 – 1 999 999	29 900
2 000 000 – 3 999 999	29 600
4 000 000 – 5 999 999	28 600
6 000 000 – 7 999 999	27 600
8 000 000 – 9 999 999	26 000
10 000 000 - 19 999 999	25 700
20 000 000 - 29 999 999	24 400
30 000 000 - 39 999 999	23 900
40 000 000 - 49 999 999	23 100
50 000 000 - 59 999 999	22 800
60 000 000 - 69 999 999	22 500
70 000 000 - 79 999 999	22 100
Above 80 000 000	flat

MEDIA CLUB shall not provide an agency commission in 2020, and thus “investment” shall mean the net value of the funds invested with MEDIA CLUB (i.e. the basis for VAT of invoices issued by MEDIA CLUB).

If an ordering party does not fulfil the contractually agreed investment volume, it shall be obliged to pay the resulting difference between the actual investment volume and the agreed investment volume to MEDIA CLUB.

If the ordering party’s investments are in fact higher than according to the Contract, the CPP level according to the Contract shall apply, i. e. 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 indexes a), b), c), d), e) and f) specified in this chapter.

##### a. Seasonal indexes

Month	Index level
January	0.80
February	0.95
March	1.30
April	1.40
May	1.40
June	1.40
July	0.80
August	1,00
September	1.40
October	1.45
November	1.45
01-24/12/2020	1,35
25-31/12/2020	0.80

##### b. Runtime indices

Length of spot in seconds	Index level	Tandem Index level
10 and shorter runtime	0,50	not possible
15	0,77	0,85
20	0,90	1,00
25	1,00	1,20
30	1,00	1,25
35	1,25	1,40
40	1,45	1,60
45	1,60	1,70
50	1,75	1,85
55	1,90	2,00
60	2,00	2,10

##### c. OFF PRIME TIME index

The OPT index applied only to rating points gained in OPT is set as 0.9, and the Ordering Party's right to use the index shall arise by means of

- o 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.
- o 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.
- o 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 0,92)

d. PRIME TIME index

PT index applied only to rating points gained in PT is set as 1.1.

If the GRP share exceeds 70 % of the order, the surcharge of 2 % shall be applied to the PT index (i. e. PT index 1,12 shall apply).

e. Special 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 requested position in the advertising slot;

f. Automatic surcharge for alliance partner(s) in a spot

A surcharge in the amount of 5% of the price of the relevant spot shall be invoiced for each additional ordering party/brand presented in the relevant advertising spot. Presentation of each additional ordering party/brand shall not exceed 20% of the length of the advertising slot.

g. Booking surcharge (2 %)

In case of specific booking requests, the surcharge of 2 % shall be applied for each request.

h. Surcharge for placement of a spot in the SUPER BREAK (10%)

In case of placement of a sport in the SUPER BREAK, the surcharge of 10% shall be applied.

i. Surcharge for not-settled music rights (0,5%)

The surcharge of 0,5% shall be charged, unless the ordering party, within the period for delivery of the Materials for broadcasting, proves that: a) no sound record issued for commercial purposes (§ 72 par. 2 of the Copyright Act) is included in the spot, and also b) the ordering party acquired by itself and settled all the necessary usage rights for music works/records/artistic performance included in the spot, including proving of exclusion of the effects of the collective agreement in case of extended collective administration (§97e of the Copyright Act).

**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 ordering parties 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 01–24/12/2020.
- 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:

<b>Spot runtime in seconds</b>	<b>Index level</b>
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 an ordering party concludes a written contract through which it undertakes to order the broadcasting of commercial communications within a certain financial volume for the calendar year of 2020 by 10/12/2019, OFF PRIME TIME index at the level of 0,85 and PRIME TIME index at the level of 1,05 will be applied. If an ordering party concludes a written contract through which it undertakes to order the broadcasting of commercial communications within a certain financial volume for the calendar year of 2020 by 10/01/2020, OFF PRIME TIME index at the level of 0,9 and PRIME TIME index at the level of 1,05 will be applied.
- b) Depending on the specific agreed volume, the ordering party's history and other special parameters of cooperation, MEDIA CLUB and the ordering party may agree on an individual client discount.

- c) If the ordering party 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”), it shall become entitled to a discount from CPP pursuant to Article 3 of this Price List as follows:

<b>Portion of volume of other media in total volume</b>	<b>Discount compared to CPP pursuant to Article 3</b>
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).

#### **Confidentiality**

In case the ordering party (an agency or a client) provides information listed in a commercial offer or a contract with Media Club or information relating to a commercial offer or a contract, which is covered by a confidentiality obligation according to a contract or the Commercial Terms, or makes it available to a third party different from the client, the surcharge of 10 % shall be applied to CPP; any penalties according to a contract or the Commercial shall not be thereby affected.

If an ordering party is an agency, provision of or making available of information by its client to a third party shall be considered to be the act of the agency, as if it provided or made the information available by itself.

**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 01/04/2020 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.**