

MEDIA CLUB, s. r. o.

With its registered seat: Praha 10 – Strašnice, Vinohradská 3217/167, Zip Code 100 00

Identification Number: 29313982, Tax Number: CZ 29413982

Registered in the Commercial Register held by Municipal Court in Prague, section C, insert 204565

SPECIAL CONTRACTUAL COMMERCIAL TERMS FOR COMMERCIAL CONTRACTS

I. The Subject-Matter

- 1) These Special Contractual Commercial Terms for Commercial Contracts regulate some definitions and obligations from Commercial Contracts concluded between MEDIA CLUB, s. r. o. (hereinafter only as the “Supplier”) and the Customer.
- 2) In case these Special Contractual Commercial Terms do not specify differently, the other Commercial Terms shall apply to Commercial Contracts.

II. Definitions

- 1) **“Commercial Contract”** shall be a contract regulating conditions for dissemination of commercial communications in TV programmes or other media represented by the Supplier, whereby the Customer shall be obliged to purchase commercial communications in certain minimum amount for a determined period.
- 2) **“Guaranteed Period”** shall be a period, when the Customer is obliged to purchase advertising fulfilment according to a Commercial Contract, and eventually also a period before conclusion of a Commercial Contract, for which the purchases of advertising fulfilment on part of the Customer shall be considered to be Purchases of advertising fulfilment according to a Commercial Contract.
- 3) **“Purchase of Advertising Fulfilment”** shall mean conclusion of a respective contract on broadcasting of advertising or sponsorship or product placement or other type of commercial communication in TV broadcasting or on dissemination of commercial communication in the Internet or in radio, between the Supplier and the Customer, provided that a title to payment of the agreed price (or a sponsorship contribution) shall incur to the Supplier.
- 4) **“Total Guarantee”** shall mean the minimum amount of the advertising fulfilment specified in CZK without VAT, which the Customer shall be obliged to invest in Purchase of Advertising Fulfilment according to a Commercial Contract. Depending on media type, which it relates to, the Total Guarantee in a Commercial Contract shall be denominated as the Total TV Guarantee, Total Radio Guarantee or Total Internet Guarantee. The total guarantee for the given media type is not part of the Total Guarantee for another media type (e. g. the Total Radio Guarantee or Total Internet Guarantee are not part of the Total TV Guarantee).
- 5) **“Off-prime Guarantee”** shall mean a percentage specification of such a share of the total guarantee decreased by a sponsorship and product placement guarantee, which the Customer is obliged to purchase in off-prime. Off-prime shall mean any time band with exclusion of the time band from 5.30 p.m. to 11.00 p.a.
- 6) **“Planning on Part of the Supplier”** shall mean the percentage specification of such a share of the total volume of rating points ordered by the Customer according to a Commercial Contract, where the placement only subjects to options of the Supplier. The Supplier shall endeavour to such placement, which shall be in compliance with the overall nature of the respective campaign.

- 7) **“The Purchase Target Group”** shall mean the target group, where the Customer is obliged to purchase GRP or TRP.
- 8) **“TV Bundle”** shall mean the mode of division in particular TV programmes, which the Customer chooses and which is binding for it.
- 9) **“Channel Group Guarantee”** shall mean the obligation of the Customer to purchase advertising fulfilment according to a Commercial Contract in particular TV programmes operated or represented by the Supplier in the ratio determined by the valid and effective pricelist of the Supplier and according to a Commercial Contract. “Deviations” according to a Commercial Contract shall mean deviations of the Channel Group Guarantee according to a Commercial Contract in the ratio of TV programmes determined by the valid and effective pricelist of the Supplier, provided that the deviation is specified in percentage points and the sum of deviations according to particular items equals to zero. The “Other Programmes” shall mean the TV programmes represented by the Supplier with exception for programmes operated by FTV Prima, spol. s r. o. (hereinafter only as “FTV Prima”). Channel Group Guarantee is the part of the Total Guarantee. Conditions and the permissible extent of changes in ratio of TV programmes in the pricelist, which the Supplier may make during the guaranteed period, are described in the pricelist valid and effective upon the day of conclusion of the Commercial Contract. The Customer agrees with these conditions and the permissible extent.
- 10) **“Further Media Guarantee”** shall mean the minimum amount of sums specified in CZK without VAT, which the Customer shall be obliged to pay as contributions to broadcasting of programmes of the Supplier in sense of the legal definition of programme/s sponsoring and/or in form of product placement in compliance with the provision of § 53a (2) (a) of the ARTB and/or for purchase of commercial communications at websites operated by FTV Prima and/or purchase of commercial communications in printed media operated by FTV Prima and/or purchase of commercial communications in form of HbbTV and/or purchase of commercial communications in radio media commercially represented by the Supplier. The Further Media Guarantee shall be the part of the Total Guarantee.
- 11) **“Low Season Guarantee”** shall mean the minimum amount of the sum specified in CZK without VAT, which the Customer shall be obliged to pay for Purchase of Advertising Fulfilment in the period of January, February, July, August and in the period from 25th to 31st December. The Low Season Guarantee shall be the part of the Total Guarantee.
- 12) **“Base Price”** shall mean the price specified in CZK without VAT, which results from the Pricelist in relation to the Total TV Guarantee.
- 13) **“Base Price Discounts”** shall mean the obligation of the Supplier to provide the Customer, on basis of the respective guarantees according to a Commercial Contract, with discounts from the Base Price in the amount specified by percentage of the Base Price. The “Total Discount” shall mean the percentage calculated as a sum of all percentages included in the particular items of Base Price Discounts. “Client CPP” shall mean the Base Price adjusted by the Total Discount, specified in CZK without VAT, which the Supplier shall be obliged to charge to the Customer for a rating point, footage of 30 seconds, within the period and the target group specified in the Commercial Contract. In case of any dispute, the information on Client CPP shall prevail over the information discounts specified in percentages.
- 14) **“New Bizz Discount”** shall mean the obligation of the Supplier to provide the Customer, on basis of the fact, that it did not purchase advertising fulfilment at the Supplier for the period of the last fourteen months before conclusion of the Commercial Contract, with a discount from Client CPP or to the Base Price, in case CPP is not included in the Commercial Contract, in the amount corresponding to the percentage included in the Commercial Contract.

- 15) **“New Bizz CPP”** shall mean the price charged by the Supplier for advertising campaign up to the amount or for the period as specified there, depending on the circumstance, which of the specified circumstances occur earlier. Its amount is determined as the Client CPP adjusted by New Bizz CPP. The information on New Bizz CPP shall, in case of a dispute, prevail over information on discounts expressed in percentages.
- 16) **“Off Prime Index”** shall mean the obligation of the Supplier, if commercial communications broadcasted in time from 11:30 p.m. to 5:30 p.m. are concerned, the Off Prime Index in relation to the Client CPP or the New Bizz CPP shall apply. In case Off Prime time is specified for a particular TV Programme in the Pricelist differently, the Off Prime specification in the Pricelist shall apply.
- 17) **“Prime Time Index”** shall mean the obligation of the Supplier, if commercial communications broadcasted in time from 5:30 p.m. to 11:30 p.m. are concerned, the Prime Time Index in relation to the Client CPP or the New Bizz CPP shall apply. In case Off Prime time is specified for a particular TV Programme in the Pricelist differently, the Prime Time specification in the Pricelist shall apply.
- 18) **“Seasonal Indexes”** shall be mean the obligation of the Supplier to apply indexes for recalculation of the price according to the season, when the rating point is broadcasted, in relation to the Client CPP, or to the New Biz CPP or to the Base Price, if CPP is not specified in the Commercial Contract. The amount of seasonal indexes shall be regulated by the pricelist of the Supplier, valid and effective on the day of acceptance of the order.
- 19) **“PT/OPT Index”** shall mean the obligation of the Supplier, in case that planning on part of the Supplier is 100 %, to apply PT/OPT Index for recalculation of the price as regards campaigns, which are planned on part of the Supplier, in relation to the Client CPP or the New Bizz CPP or the Base Price, in case CPP is not included in the Commercial Contract. The amount of PT/OPT Index shall be regulated by the pricelist of the Supplier valid and effective on the day of order acceptance, unless there is agreed otherwise in the PT/OPT Index.
- 20) **“Footage Index”** shall mean the obligation of the Supplier to apply indexes for recalculation of the price for other footages of the spot than 30 seconds, in relation to the Client CPP or the New Bizz CPP or to the Base Price, unless CPP is not included in the Commercial Contract. The amount of footage indexes shall be regulated by the pricelist of the Supplier valid and effective on the day of acceptance of the order, unless it is agreed otherwise in the footage index for the footages of spots specified therein.
- 21) **“Target Group Indexes”** shall mean the obligation of the Supplier to apply indexes for recalculation of the price according to the target group, in which the Customer orders rating points according to the Commercial Contract, in relation to Client CPP or to New Bizz CPP or the Base Price, if case CPP is not included in the Commercial Contract. The amount of target group indexes shall be regulated by the pricelist of the Supplier valid and effective on the day of acceptance of the order.
- 22) **“Footage Cumulation”** shall mean the obligation of the Supplier, if the Customer orders an advertising sport divided in two separate parts placed together in one advertising block, to charge the price corresponding to the value of one spot in the length equalling to the sum of footages of such placed parts of the spot, only in case of such cumulated spots, the footage of which equals or is shorter than the one specified therein and only up to the amount of the Total Guarantee, which corresponds to financial specification of the percentage of the Total Guarantee specified therein.
- 23) **“Position Surcharge”** shall mean the obligation of the Supplier to charge, at the percentage of spots specified therein or at a differently specified volume of spots, placed by the Customer to the first, the second, the penultimate, the last or another position in an advertising block, the

surcharge to the price of such spots in the amount corresponding to the percentage specified therein of the price of such spots, provided that the Customer is obliged to place the spots with the advantaged position surcharge proportionally compared to the Pricelist in the affected period.

- 24) "Alliance Surcharge"** shall mean the obligation of the Supplier to charge, at alliance spots (promotion of two and more clients in framework of one advertising spot), a surcharge to the price of such spots in the amount of the percentage specified therein of the price of such spots, only up to such amount of the total guarantee, which corresponds to the financial specification of the percentage of the total guarantee included therein.
- 25) "Commercial Terms"** shall mean these Special Contractual Commercial Terms for Commercial Contracts and further the valid and effective commercial terms issued by the Supplier for dissemination of commercial communications in the given media type. The "Pricelist" shall mean the valid and effective pricelist of the Supplier applicable to the given media type. The Commercial Terms and pricelist are the integral part of a Commercial Contract, but they are not attached thereto due to technical reasons.
- 26) "Technical Conditions"** shall mean the valid and effective Technical Conditions for Production of Advertising Spots, Sponsorship Messages and Teleshopping Intended for Dispatch to the Distribution Network of TV Prima and/or the Technical Conditions for Inclusion of Commercial Advertising in the Broadcasting of TV Barrandov and/or technical conditions of operators of other media represented by the Supplier. The Technical Conditions are the integral part of a Commercial Contract, but they are not attached thereto due to technical reasons.
- 27) "Maturity Period"** shall mean the period, when the Customer is obliged to pay to the Supplier for the fulfilment provided to the Customer according to a Commercial Contract, which is specified in number of calendar days as of date of occurrence of a taxable event included in an invoice – the tax document issued by the Supplier. A date of occurrence of a taxable event shall mean the last day of provision of partial fulfilment according to a Commercial Contract.
- 28) "Resulting Price"** shall mean a price of a partial fulfilment provided according to the respective particular order to particular campaigns according to a Commercial Contract adjusted by contractual and pricelist surcharges and deductions.
- 29) "Bonus Guaranteed GRP"** shall mean the percentage specification of the share of bonus GRP guaranteed by the Supplier from the total volume of rating points ordered by the Customer. The Supplier reserves the right to determine all the circumstances of delivery of these GRP according to its needs and possibilities in framework of the Guaranteed Period.
- 30) "Bonus Non-Guaranteed GRP"** shall mean the percentage specification of the share of bonus GRP not guaranteed by the Supplier from the total volume of rating points ordered by the Customer. The Supplier reserves the right to determine all the circumstances of delivery of these GRP according to its needs and possibilities in framework of the Guaranteed Period and it is not obliged to deliver such GRP.
- 31) "Total Guarantee Contractual Penalty"** shall mean the obligation of the Customer to pay the Supplier, in case of breach of the obligation of the total guarantee (TV or radio or Internet or print), the contractual penalty, the amount of which is given by the percentage rate specified in a Commercial Contract from the base, which is the financial difference of the given Total Guarantee and the actually purchased advertising fulfilment (the difference is calculated from prices in CZK without VAT). This contractual penalty is due within 15 calendar days as of the last day of the Guaranteed Period. In case the Customer breaches its obligation of the given Total Guarantee in lower extent, than is the tolerance rate specified in the Commercial Contract as the percentage of the base, which is the given Total Guarantee, the right to the Total Guarantee Contractual Penalty does not incur to the Supplier.

32) **“Offer”** shall mean a proposal of the Supplier to conclusion of a Commercial Contract.

III. The Process and Form of Conclusion of Commercial Contracts

- 1) Commercial Contracts are concluded on basis of an Offer made by the Supplier. The Customer acknowledges that an Offer shall be according to the internal rules of the Supplier in form of filed template form determined by the Supplier and shall be validly signed by a person authorized thereto on behalf of the Supplier.
- 2) The Supplier may send more Offers to the Customer and the Customer may choose the one of them, which satisfies it the most (just one; combinations of more Offers are excluded).
- 3) The Commercial Contract is concluded upon acceptance of an Offer on part of the Customer. The acceptance may only be made without any amendments or differences, otherwise it shall be considered to be the contra-proposal of the Commercial Contract. An Offer is accepted upon its signature and delivery to the Supplier in original or in a scan copy via e-mail, eventually also in a simple e-mail or tacitly.
- 4) An Offer or an Offer acceptance shall be made by persons authorized thereto by the Customer or the Supplier.
- 5) Supplements, deletions or other changes of the text of the Commercial Contract, with exception for supplementation of details on the person concluding the agreement on behalf of the Customer, may only be made under condition of their written acceptance by both the parties, with specification of the date of the made change and a valid signature of representatives of both the contracting parties for such a change. Other changes shall not be considered.

IV. Consequences of Non-Fulfilment of Some Guarantees of the Customer

- 1) If the Customer does not fulfil the **Total Guarantee** and no Total Guarantee Contractual Penalty is agreed for such a case, Art. IV par. 23 of the Contractual Commercial Terms for Contracts on Broadcasting of Commercial Communications on Channels Represented by Media Club shall apply.
- 2) If the Customer does not fulfil the **Off Prime Guarantee**, it loses the right to the Off Prime Discount. In such a case, the Supplier is entitled to additionally backwardly charge the price without this discount to the Customer. The additional charging shall be made in form of a corrective tax document issued by the Supplier upon the last day of the guaranteed period according to this Contract. The amount of the surcharge of the price according to the corrective tax document shall be due within 15 days as of the date of its issue.
- 3) If the Customer does not fulfil any **Further Guarantee** with assigned particular discount in the Commercial Contract, the Customer shall lose the right to the respective discount according to the Commercial Contract. In such a case, the Supplier is entitled to additionally backwardly charge the price without this discount to the Customer. The additional charging shall be made in form of a corrective tax document issued by the Supplier upon the last day of the guaranteed period according to this Contract. The amount of the surcharge of the price according to the corrective tax document shall be due within 15 days as of the date of its issue.
- 4) If the Customer does not fulfil any **Further Guarantee** with no assigned particular discount in the Commercial Contract, the Supplier is entitled to charge the contractual penalty to the Customer in the amount of 35% of the financial difference of the respective Further Guarantee

and the actually realized fulfilment according to the definition of the Further Guarantee (the difference is calculated in CZK without VAT).

- 5) If the Customer does not fulfil the **Channel Group Guarantee**, the Supplier is entitled to charge a lump sum surcharge to the Customer to the price of the purchased advertising fulfilment, the amount of which is determined as a difference of guarantees for channels, with exception for Prima and the actually purchased advertising fulfilment in these channels (the difference is calculated in CZK without VAT). This surcharge is due on basis of a corrective tax document issued by the Supplier upon the last day of the guaranteed period according to this Contract and the amount according to the corrective tax document shall be due within 15 days as of the date of issue of the document.

V. Payment and Further Provisions

- 1) The Customer shall pay the price to the Supplier charged in compliance with the Commercial Contract. The price of the provided fulfilment according to the respective particular order for particular campaigns according to the Commercial Contract, adjusted by contractual and pricelist surcharges and deductions, shall be denominated as the **Resulting Price**. The Resulting Price shall be the base for charged VAT fulfilment, taxable in the VAT rate in the legal amount.
- 2) The Supplier shall specify all the decisive details in the invoice (the price, surcharges and discounts, the base for VAT calculation, VAT rate, VAT amount, etc.). The Customer is obliged to pay within lapse of the **Maturity Period**. The price shall be considered to be paid upon the day of crediting of the monetary amount to the account of the Supplier.

VI. Concepts and Definitions, Obligations of the Parties

- 1) The concepts used in a Commercial Contract shall have the meaning according to definitions included in Art. II. of these Special Contractual Commercial Terms for Commercial Contracts.
- 2) If any of the concepts is defined so that an obligation of the Customer or a right of the Supplier are concerned, assignment of such a particularizing detail to such a concept in the Commercial Contract shall mean that the Customer shall have such an obligation in respect to the Supplier. If any of the concepts is defined so that an obligation of the Supplier or a right of the Customer are concerned, assignment of such a particularizing detail to such a concept in the Commercial Contract shall mean that the Supplier shall have such an obligation in respect to the Customer.
- 3) These Special Contractual Commercial Terms for Commercial Contracts shall become effective upon the day of their signature and shall be valid for Commercial Contracts concluded as of 01/01/2020.

Prague on 29/11/2019

MEDIA CLUB, s. r. o.
Ing. Marek Singer, Company Executive

MEDIA CLUB, s. r. o.
Ing. Petr Babulík, Company Executive