

**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 in the TV Channels of Media Club, which, as of the date this price list is issued, are the TV Channels of the groups of Prima, Barrandov, Óčko, Viacom CBS and Atmedia and the internet servers represented by Media Club. The list of TV Channels is continuously updated at the website of Media Club.
- b. The target groups for the sale of commercial communications planned by the Customer 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 PT and OPT indexes are not applicable; index 1.00 shall be used instead of that during the entire Broadcasting Day.
 - Adults 15-54 – eGRPS 15-54 – no PRIME TIME and OFF PRIME TIME are determined for this purchase target group and this way of performance in framework of audiovisual medial services on demand, considered by the parties to be television broadcasting, and PT and OPT indexes do not apply; the same index applicable to PRIME TIME shall be used instead of them during the entire 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; the same index applicable to PRIME TIME shall be used instead of them during the entire Broadcasting Day.
- d. The price per rating point GRP (hereinafter referred to as “CPP”) applies to the target group of Adults 15–59, Children 4–14 or Adults 15-54 (provided that the delivery concerns e-GRP in framework of audiovisual media services on demand) 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

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

The mode of the **Bundle Exclusive for the target group of Adults 15–69 and the target group of Adults 15-54** – the ratio of distribution for individual TV Channels for the period from 01/01/2021 to 31/12/2021 is set as follows: Prima 41.5 %, Prima COOL 11.5 %, Prima LOVE 5 %, Prima ZOOM 7 %, Prima MAX 9.5 %, Prima KRIMI 8.5 %, CNN Prima News 1.5 %, Prima Star 0.8. %* Barrandov group 1.5 % and 13.2 % for other represented TV Programs with exception for Barrandov group.

* Until 30/6/2021, the TV Program Prima STAR is part of the group other represented TV Programs (stations) according to the previous Price List.

The mode of the **Bundle Total for the target group of Adults 15–69 and the target group of Adults 15-54** – the ratio of distribution for individual TV Channels for the period from 01/01/2021 to 31/12/2021 is set as follows: Prima 35 %, Prima COOL 10 %, Prima LOVE 4.5 %, Prima ZOOM 6.5 %, Prima MAX 8.5 %, Prima KRIMI 10 %, CNN Prima News 1 %, Prima Star 1 %*, Barrandov group 10.5 % and 13 % for other represented TV Programs with exception for Barrandov group.

* Until 30/6/2021, the TV Program Prima STAR is part of the group other represented TV Programs (stations) according to the previous Price List.

The mode of the **Bundle Total for the target group Children 4–14** – the ratio of distribution for individual TV Channels for the period from 01/01/2021 to 31/12/2021 is set as follows: Prima – block of series for children Primáček 2.5 %, Prima COOL 29.5 %, Prima Comedy Central 18.5 %, Nicklodeon group 37.5 % and atkids 12%.

Media Club reserves the right to change the Ratio of Distribution according to this Article:

- a. At any time when the actual ratio of SOV of Media Club in the target groups of 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 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 is changed.

Individual TV Channels may be purchased individually for price-list CPP included in Article 3. Sale of any two channels of the TV Channels represented by Media Club shall be possible to purchase with a discount of 3 % of the price list for 2021. Sale of any three Channels represented by Media Club shall be possible to purchase with a discount of 5 % of the price list for 2021. Sale of four or possibly more Channels of the total bundle of TV Channels shall be governed by the terms and conditions applicable to Bundle Exclusive or Bundle Total for 2021.

3. CPP

Unless the relevant Commercial Contract specifies otherwise, the CPP in the target groups of Adults 15–69, Children 4–14 or Adults 15-54 for the period from 01/01/2021 to 31/12/2021 and for individual levels of investment of the Customer is set as follows:

| Annual Investment in CZK | CPP in CZK |
|---------------------------------|-------------------|
| 0 – 1 999 999 | 31 400 |
| 2 000 000 – 3 999 999 | 31 100 |
| 4 000 000 – 5 999 999 | 30 000 |
| 6 000 000 – 7 999 999 | 29 000 |
| 8 000 000 – 9 999 999 | 27 300 |
| 10 000 000 - 19 999 999 | 27 000 |
| 20 000 000 - 29 999 999 | 25 600 |
| 30 000 000 - 39 999 999 | 25 100 |
| 40 000 000 - 49 999 999 | 24 300 |
| 50 000 000 - 59 999 999 | 23 900 |
| 60 000 000 - 69 999 999 | 23 600 |
| 70 000 000 - 79 999 999 | 23 200 |
| 80 000 000 and more | Flat |

Media Club shall not provide any agency commission in 2021, and thus “investment” shall mean the net value of the funds invested at Media Club (i.e. the basis for VAT of invoices issued by MEDIA CLUB).

If an Customer 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 Customer’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 |
| 01-24/12/2021 | 1.35 |
| 25-31/12/2021 | 0.80 |

b. Runtime indices

| Length of spot in seconds | Index level | Tandem |
|---------------------------|-------------|--------------|
| 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 Customer'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 Customer (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 Customer (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 Customer/brand presented in the relevant advertising spot. Presentation of each additional Customer/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 Customer, 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 Customer 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 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 01–24/12/2021.
- A week means 7 calendar days (even interrupted).
- A day means 1 calendar day.

| Bundle | Monthly limit | Weekly limit | Daily limit |
|--|---------------|--------------|-------------|
| Bundle Total or Bundle Exclusive | 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 the Customer concludes a written contract, whereby it undertakes to order broadcasting of commercial communications within a certain financial volume for the calendar year of 2021 by 10/12/2020, the OFF PRIME TIME index at the level of 0.85 and also the PRIME TIME index at the level of 1.05 will be applied. If the Customer concludes a written contract, whereby it undertakes to order broadcasting of commercial communications within a certain financial volume for the calendar year of 2021 by 15/01/2021, the OFF PRIME TIME index at the level of 0.9 and the PRIME TIME index at the level of 1.05 will be applied.
- b. Depending on the specific agreed volume, the Customer's history and other special parameters of cooperation, Media Club and the Customer may agree on an individual client discount.
- c. If the Customer 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 servers represented by Media Club, spol. s r. o. or in the Print Titles issued by FTV Prima, spol. s r. o. or in radios represented by Media Club (hereinafter as "Other Media"), it 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% |

Unless determined otherwise, the total budget split to other media is divided in following ratio: 50 % (classic sponsorship, sponsorship – injections, special formats of communication, Product Placement), 40 % (online products, HbbTV), 5 % (print), 5 % (radio).

The advertising performance broadcasted in videospots at Internet servers in framework of Bundle Total or Exclusive included in e-GRP shall not be considered to be fulfilment of the obligation to investment in further media.

7. Confidentiality

In case the Customer (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 the Customer 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.

The provisions included directly in the text of contracts shall prevail over the Price list in case of discrepancies.

If not stated otherwise, the Price list shall apply to contracts with effectiveness in the period as of 01/07/2021 and later.

Media Club reserves the right to change the Price list.