### PRICE LIST OF MEDIA CLUB

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

#### 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, Atmedia, TV Seznam and the internet servers of represented by Media Club. The list of TV Channels is continuously updated at the website of Media Club.
- b. The purchase 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 no PRIME TIME and OFF PRIME are determined for this target group and PT and OPT indices do not apply thereto; the index of 1.00 shall apply to the entire Broadcasting Day instead of them.
- c. As regards the TV Channels of the Atmedia group, no PRIME TIME and OFF PRIME are determined for them and PT and OPT indices do not apply thereto; the same index as the PRIME TIME shall apply to the entire Broadcasting Day instead of them.
- d. Electronic Gross Rating Point (hereinafter only as "e-GRP") is the number of advertising impressions corresponding to 1 % of the number of people in the Target Group CS 15-69. As regards e-GRP and this way of fulfilment in framework of audio-visual media services on demand, considered by the parties to be television broadcasting, no PRIME TIME and OFF PRIME TIME are determined 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. Furthermore, the coefficients and surcharges defined in paragraph 4 of this Price List are applied to e-GRP.
- e. The price per rating point GRP or e-GRP (hereinafter referred to as "CPP") applies to the purchase Target Group of Adults 15–59 or Children 4-14 and to spots 30 seconds long.
- f. All of the amounts in this Price List are in CZK without VAT.
- g. PRIME TIME (hereinafter referred to as "PT") is defined as the broadcasting time between 5:30 p.m. and 11:30 p.m. In case of TV Channels of the Óčko Group, it is the broadcasting time in the period from 11 a. m. to 6 p. m.
- h. OFF PRIME TIME (hereinafter referred to as "OPT") is defined as any broadcasting time outside PT.
- i. SUPER BREAK (hereinafter only as "SB") is defined as an exclusive break, exclusively at the Prima channel in the time determined by the broadcaster of the channel for each day 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 10 seconds. In framework of the SB, the time measure is always shown, indicating the time until the end of the advertising block/SB.

### 2. The Modes of Distribution Ratio/Allocation of Commercial Statements

The Customer has the option to choose one of the modes of the Distribution Ratio/allocation of commercial statements to particular TV channels, which are:

## a) BundleExclusive mode, or

## b) Bundle Total mode,

for the entire calendar year, for up to 6 (six) versions for the given Target Groups included in the table hereinafter. In framework of the chosen allocation mode, the same Target Group cannot be chosen twice.

Media Club is entitled to additionally add further allocation modes. The Customer cannot change the chosen mode during the year.

### The versions of the Target Groups for individual modes of distribution

**Bundle Exclusive** mode for the purchase Target Group Adults 15-69 – the Distribution Ratio to particular TV Channels for the period from 01/04/2022 - 31/12/2022 is determined as follows:

CHANNEL/ TARGET GROUP	Prima	Prima COOL	Prima LOVE	Prima ZOOM	Prima MAX	Prima KRIMI	CNN Prima News	Prima STAR	Prima SHOW	Prima ONLINE (e-GRP) ***	Barrandov Group	Other Represented TV Channels
A 15+	45,8%	4,0%	5,6%	8,0%	6,4%	12,7%	2,5%	1,4%	1,7%	0,0%	1,5%	10,4%
A 15-54	40,4%	8,9%	4,0%	7,5%	9,2%	8,2%	1,8%	0,8%	1,7%	2,0%	1,5%	14,0%
A 15-69	43,0%	6,1%	4,4%	8,4%	7,7%	12,5%	2,4%	1,0%	1,2%	1,0%	1,5%	10,8%
A 15-35	37,2%	14,9%	3,6%	5,8%	7,4%	3,6%	1,6%	0,8%	1,5%	6,0%	1,5%	16,1%
A 18-30	36,6%	15,0%	3,6%	6,1%	7,2%	3,4%	1,0%	0,5%	1,6%	6,0%	1,5%	17,5%
A 25-55 ABC	40,5%	8,2%	3,9%	8,1%	9,6%	9,3%	1,9%	0,7%	1,4%	2,0%	1,5%	12,9%
A 25-55 BCD	41,6%	8,9%	4,0%	8,2%	9,3%	8,5%	1,5%	0,9%	1,6%	1,0%	1,5%	13,0%
A 15-50	39,4%	9,9%	3,9%	7,2%	9,1%	7,0%	1,8%	0,5%	1,8%	3,0%	1,5%	14,9%
A 25-55	41,1%	8,7%	4,1%	8,0%	9,3%	8,6%	2,1%	0,8%	1,2%	2,0%	1,5%	12,6%
A 30+	45,5%	3,8%	5,7%	8,1%	6,4%	13,3%	2,6%	1,4%	2,0%	0,0%	1,5%	9,7%
Families with children 0-14	44,4%	8,2%	3,6%	6,5%	7,9%	5,1%	1,2%	0,6%	2,3%	1,0%	1,5%	17,7%
Housewives 18+	45,3%	3,4%	6,5%	6,8%	5,9%	14,1%	2,7%	1,6%	2,3%	0,0%	1,5%	9,9%
Housewives 18- 50	37,2%	7,8%	4,8%	5,4%	9,3%	8,8%	2,1%	0,6%	2,3%	5,0%	1,5%	15,2%
Housewives 25- 55	39,9%	6,7%	4,9%	5,4%	9,3%	10,4%	1,9%	1,1%	2,3%	3,0%	1,5%	13,6%
M 15-35	33,1%	20,1%	1,8%	8,4%	6,8%	1,8%	1,0%	0,9%	1,2%	6,0%	1,2%	17,7%
M 15-50	35,8%	13,0%	2,0%	10,4%	9,1%	5,0%	2,1%	0,5%	1,3%	4,0%	1,5%	15,3%
M 18-30	30,7%	21,1%	1,9%	9,9%	5,9%	1,7%	0,8%	1,1%	1,3%	7,0%	1,2%	17,4%
M 25-55	35,2%	12,2%	2,1%	12,2%	9,8%	6,1%	2,6%	0,5%	1,0%	4,0%	1,5%	12,8%
M 15+	37,8%	6,8%	2,9%	12,8%	7,9%	10,8%	3,3%	0,9%	1,3%	3,0%	1,5%	11,0%
W 15+	48,5%	3,0%	7,2%	4,9%	5,5%	13,9%	2,0%	1,7%	2,3%	0,0%	1,5%	9,5%
W 15-35	38,8%	9,8%	4,9%	3,5%	7,9%	4,9%	1,5%	0,7%	2,5%	7,0%	1,5%	17,0%
W 15-50	40,0%	6,8%	5,6%	4,5%	9,0%	8,6%	1,5%	0,6%	2,3%	5,0%	1,5%	14,6%

W 18-30      37,6%      11,8%      4,8%      3,5%      8,1%      4,6%      1,2%      0,1%      2,3%      7,0%      1,5%      17,5%	W 18+ with children 0-14	43,8%	6,0%	5,2%	4,1%	8,4%	7,6%	1,2%	0,8%	2,5%	4,0%	1,5%	14,9%
	W 18-30	37,6%	11,8%	4,8%	3,5%	8,1%	4,6%	1,2%	0,1%	2,3%	7,0%	1,5%	17,5%
W 25-55      41,1%      5,8%      5,7%      4,6%      8,9%      10,6%      1,8%      1,1%      1,8%      5,0%      1,5%      12,1%	W 25-55	41,1%	5,8%	5,7%	4,6%	8,9%	10,6%	1,8%	1,1%	1,8%	5,0%	1,5%	12,1%

\* A – Adults, M – Men, W – Women

\*\* from 01/03/2022 can be included in the bundle TV Seznam on individual request

\*\*\* e-GRP share in the Bundle Exclusive may be increased for each target group by up to 3 percentage points in compliance with Art. IV. Par. 26 of the Contractual Commercial Terms and Conditions for Contracts on Broadcasting Commercial Communications on Channels Represented by Media Club (e. g. at the Target Group M 25-55, the e-GRP share may be increased by up to 7 %).

**Bundle Total** mode for the purchase Target Group Adults 15-69 – the Distribution Ratio to particular TV Channels for the period from 01/04/2022 - 31/12/2022 is determined as follows:

CHANNEL/ TARGET GROUP	Prima	Prima COOL	Prima LOVE	Prima ZOOM	Prima MAX	Prima KRIMI	CNN Prima News	Prima STAR	Prima SHOW	Prima ONLINE (e-GRP) ***	Barrandov Group	Other Represented TV Channels
A 15+	35,5%	3,0%	5,3%	7,4%	6,2%	14,1%	3,0%	4,1%	1,0%	0,0%	11,5%	8,9%
A 15-54	35,3%	5,8%	3,8%	6,9%	8,8%	9,1%	2,3%	2,3%	1,0%	1,0%	11,5%	12,2%
A 15-69	34,0%	4,2%	4,2%	8,0%	7,4%	13,8%	2,4%	3,0%	1,0%	1,0%	11,5%	9,5%
A 15-35	36,3%	9,3%	3,4%	5,2%	7,2%	4,0%	1,6%	2,4%	1,2%	4,0%	10,4%	15,0%
A 18-30	38,7%	9,9%	3,4%	5,8%	6,9%	3,8%	1,5%	1,6%	0,9%	4,0%	8,4%	15,1%
A 25-55 ABC	34,9%	5,6%	3,7%	7,5%	9,3%	10,3%	2,4%	2,2%	0,7%	1,0%	11,5%	10,9%
A 25-55 BCD	35,2%	5,7%	3,8%	7,6%	9,0%	9,4%	2,0%	2,7%	0,9%	1,0%	11,5%	11,2%
A 15-50	35,7%	6,4%	3,7%	6,7%	8,7%	7,7%	2,3%	1,6%	1,0%	2,0%	11,2%	13,0%
A 25-55	35,4%	5,4%	3,9%	7,3%	8,9%	9,5%	2,1%	2,4%	1,0%	1,0%	11,5%	11,6%
A 30+	35,2%	2,5%	5,4%	7,6%	6,2%	14,7%	3,1%	4,3%	1,2%	0,0%	11,5%	8,3%
Families with children 0-14	39,9%	5,5%	3,4%	6,1%	7,6%	5,7%	1,7%	1,8%	1,4%	1,0%	10,5%	15,4%
Housewives 18+	34,6%	2,2%	6,1%	6,4%	5,7%	15,6%	3,2%	4,8%	1,4%	0,0%	11,5%	8,5%
Housewives 18- 50	32,3%	5,2%	4,6%	5,1%	9,0%	9,7%	2,6%	1,8%	1,4%	4,0%	11,1%	13,2%
Housewives 25- 55	33,0%	4,4%	4,7%	5,1%	8,9%	11,5%	2,4%	3,3%	1,4%	2,0%	11,5%	11,8%
M 15-35	37,8%	13,1%	1,7%	7,9%	6,5%	2,0%	1,5%	2,8%	0,6%	5,0%	5,7%	15,4%
M 15-50	36,7%	8,6%	1,9%	9,7%	8,8%	5,5%	2,6%	1,4%	0,6%	3,0%	8,1%	13,1%
M 18-30	36,5%	13,1%	1,8%	9,1%	5,7%	1,9%	1,3%	3,4%	0,6%	6,0%	5,8%	14,8%
M 25-55	35,1%	7,7%	2,0%	11,1%	9,4%	6,7%	2,6%	1,4%	0,8%	3,0%	8,7%	11,5%
M 15+	31,2%	4,6%	2,8%	11,9%	7,6%	11,9%	3,8%	2,6%	0,6%	2,0%	11,5%	9,5%
W 15+	36,6%	2,0%	6,9%	4,7%	5,3%	15,4%	2,5%	5,1%	1,4%	0,0%	11,5%	8,6%
W 15-35	34,6%	6,6%	4,6%	3,4%	7,6%	5,4%	2,0%	2,1%	1,6%	6,0%	11,5%	14,6%
W 15-50	34,1%	4,5%	5,3%	4,3%	8,7%	9,5%	2,0%	1,8%	1,4%	4,0%	11,5%	12,9%
W 18+ with children 0-14	36,6%	4,1%	4,9%	3,9%	8,1%	8,5%	1,7%	2,3%	1,6%	3,0%	11,5%	13,8%
W 18-30	36,7%	7,7%	4,5%	3,4%	7,8%	5,1%	1,7%	0,3%	1,4%	6,0%	10,2%	15,2%
W 25-55	33,1%	3,6%	5,4%	4,2%	8,5%	11,7%	1,8%	3,2%	1,4%	4,0%	11,5%	11,6%

\* A – Adults, M – Men, W – Women

\*\* from 01/03/2022 can be included in the bundle TV Seznam on individual request

\*\*\* e-GRP share in the Bundle Total may be increased for each target group by up to 3 percentage

points in compliance with Art. IV. Par. 26 of the Contractual Commercial Terms and Conditions for Contracts on Broadcasting Commercial Communications on Channels Represented by Media Club (e. g. at the Target Group M 25-55, the e-GRP share may be increased by up to 6 %).

**Bundle Total** mode **for the purchase Target Group Children 4-14** – the Distribution Ratio to particular TV Channels for the period from 01/01/2022 – 31/12/2022 is determined as follows: Prima – Primáček - block of children programmes 2.5 %. Prima COOL 29.5 %, Paramount network 18,5 %, Nicklodeon Group 37,5 %, atkids 12 %.

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

- Anytime in case that the TV Share of Channels from the selected bundle in the Target Group Adults 15-69 differs, for the previous 4 subsequent calendar weeks, by more than 30 % from the TV Share of Channels from the selected bundle for the last 12 ended calendar months prior to the day of issue of the pricelist,
- b. At any time when the currently valid Distribution Ratio 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 (depending on the content of the order) 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 2022. Sale of any three Channels of the TV Channels represented by Media Club shall be possible to purchase with a discount of 5 % of the price list for 2022. Sale of four or possibly more Channels of the total package of the TV channels shall be regulated by the conditions for Bundle Exclusive or Bundle Total for 2022.

# **3.** CPP

Unless the relevant Commercial Contract specifies otherwise, the CPP in the purchase Target Group of Adults 15-69 or Children 4-14 for the period from 01/01/2022 to 31/12/2022 and for individual levels of investment of the Customer is set as follows:

Annual Investment in CZK	CPP in CZK
0 – 1 999 999	34 600
2 000 000 - 3 999 999	34 300
4 000 000 - 5 999 999	33 300
6 000 000 – 7 999 999	32 200
8 000 000 – 9 999 999	30 600
10 000 000 - 19 999 999	30 300
20 000 000 - 29 999 999	29 000
30 000 000 - 39 999 999	28 500
40 000 000 - 49 999 999	27 700
50 000 000 - 59 999 999	27 300
60 000 000 - 69 999 999	27 200
70 000 000 - 79 999 999	26 800
80 000 000 and more	Flat

Media Club shall not provide any agency commission in 2022, 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 the 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.

The Customer is not entitled to increase, without a prior written agreement with Media Club, the investment above the amount agreed in the Commercial Contract. Media Club shall provide the fulfilment for that part of the investment, which exceeds the amount of the investment agreed in the Commercial Contract, only in case:

- a) the Customer informs Media Club of its intention to increase the investment at least 3 months in advance and also
- b) as regards the investment exceeding its agreed amount in the Commercial Contract, it concluded with Media Club either a new Commercial Contract or an amendment to the current Commercial Contract.

Media Club is not obliged to accept the increase of the investment by the Customer. The Customer is not entitled to decrease of the amount of CPP according to the pricelist, if it increased the investment compared to its agreed amount in the Commercial Contract with Media Club.

## 4. Price Definitions

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

Month	Index level
January	0.80
February	0.95
March	1.30
April	1.40
May	1.40
June	1.40
July	0.85
August	1.05
September	1.45
October	1.45
November	1.45
01-24/12/2022	1.40
25-31/12/2022	0.80

a. Seasonal indexes

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 in case of a Customer, where 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 OPT, in case of a Customer, where 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 in the order is over 50%, 2 percentage points surcharge will be applied on the OPT index. (i.e. application of OPT index 0,92)
- The guarantee of placement of the fulfilment in OPT is binding for the Customer and the Customer is obliged to comply with the placement of the commercial statements according to the Guarantee for each campaign/order.
- 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. <u>Special surcharge for a position in the advertising slot</u>
  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 (5 %)

In case of specific booking requests, the surcharge of 5 % shall be applied for each request.

h. <u>Surcharge for placement of a spot in the SUPER BREAK (20%)</u>
 In case of placement of a sport in the SUPER BREAK, the surcharge of 20% 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 fulfilment of the orders whose volume exceeds the following limits, provided that in case of concurrence of more campaigns of one Customer, which exceed in their total the mentioned limits, these limits shall be decreased by 20 %.

The limits are set for individual Customers and individual campaigns according to the following table and for the footage of the commercial statement in the length of 30 seconds, provided that:

- A month means 1 calendar month.
- 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	1,120	280	40

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 2022 by 01/12/2021, 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 2022 by 13/01/2022, 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, s. r. o. or in the Print Titles issued by 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:

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

Unless expressly agreed otherwise in the Commercial Contract or unless the Customers expressly agreed otherwise with Media Club, the total budget split to other media is divided in following approximate ratio: 60 % (classic sponsorship, sponsorship – injections, special formats of communication, Product Placement), 35 % (online products, HbbTV) and 5 % (print). The exact division ratio of further media shall be determined by Media Club, provided that the deviation may not exceed the ratios included in the previous sentence by five percent.

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

Only on basis of an express agreement with Media Club, radio stations will be included 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. Unless specified otherwise, the Price list shall apply to dissemination of commercial statements in the period as of 01/04/2022 and later.

Media Club reserves the right to change the Price list.