

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 of Regulation

- 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) **“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.
- 2) **“Bonus Guaranteed GRP” or „OVD G“** 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.
- 3) **“Bonus Non-Guaranteed GRP” or „OVD N“** shall mean the percentage specification of the share of bonus GRP, but not guaranteed by the Supplier from the total volume of rating points ordered by the Customer. Considering the circumstance, that these bonus GRPs mean undemandable part of the fulfilment, 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 at all or partially.
- 4) **“Electronic System”** shall mean Internet interface of the electronic enquiry system of the Supplier for the Advertising Space, which the Supplier provided the Customer with the access to, for purposes of advertising fulfilment purchase.
- 5) **“Total Guarantee”** shall mean the 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). The Customer is not

entitled, without a prior written agreement with the Supplier, to order advertising fulfilment exceeding the Total Guarantee agreed in the Commercial Contract. The Supplier shall only provide the advertising fulfilment exceeding the Total Guarantee agreed in the Commercial Contract, if:

- a The Customer informed the Supplier of its intent to exceed the Total Guarantee at least 3 months in advance and also
- b As regards the advertising fulfilment exceeding the Total Guarantee agreed in the Commercial Contract, it concluded either a new Commercial Contract or an amendment to the actual Commercial Contract with the Supplier.

The Supplier is not obliged to provide advertising fulfilment exceeding the Total Guarantee. The Customer is not entitled to decrease of the amount of CPP according to the Pricelist, if it ordered the advertising fulfilment exceeding the Total Guarantee agreed in the Commercial Contract without any agreement with the Supplier.

- 6) **“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. The ratio of further media is determined in the Pricelist of the Supplier, unless such ratio is agreed differently in the Commercial Contract, the Customer shall be obliged to comply with this ratio, unless it agrees otherwise with the Supplier. Only on basis of an express agreement with the Supplier, radio stations represented by the Supplier may be included in the Further Media Guarantee. The Further Media Guarantee shall be the part of the Total Guarantee.
- 7) **“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 Channels” shall mean the TV channels represented by the Supplier with exception for channels 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 channels 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.
- 8) **“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.
- 9) **“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. Unless agreed otherwise, all the guarantees of the Customers shall relate to the Guaranteed Fulfilment. Depending on the related media type, the Guaranteed

Period in the Commercial Contract shall be denominated as Guaranteed Period for TV, Radio or Internet.

- 10) **“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.
- 11) **“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.
- 12) **“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.
- 13) **“Footage Cumulating”** 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.
- 14) **“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.
- 15) **“Offer”** shall mean a proposal of the Supplier or the Customer to conclusion of a Commercial Contract.
- 16) **“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.
- 17) **“The Purchase Target Group”** shall mean the target group, where the Customer is obliged to purchase GRP or TRP.
- 18) **“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, through conclusion of particular Campaign Contracts, commercial communications in certain minimum amount for a determined period.
- 19) **“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.

- 20) **“Order”** shall mean proposal of the Customer to conclusion of a Campaign Contract, exclusively relating to TV Channels and commercial statements in form of Spots, not including sponsorship, made in the way according to these Special Contractual Commercial Terms.
- 21) **“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. The guarantee of placement of the fulfilment in Off-prime is binding for the Customer and the Customer is obliged to comply with the placement of the commercial communications according to the Guarantee for each campaign/order, unless it expressly agrees otherwise with the Supplier.
- 22) **“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.
- 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) **“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.
- 25) **“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 number of seasonal indexes shall be regulated by the pricelist of the Supplier, valid and effective on the day of acceptance of the order.
- 26) **“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.
- 27) **“New Bizz Discount”** shall mean a Client CPP discount or a Base Price discount provided to the Customer, who did not purchase advertising performance at the Supplier during the last fourteen months before conclusion of the Commercial Contract for itself or for a particular Client. The discount is agreed as a fixed amount or by a percentage, either through a special provision in the Commercial Contract or by its considering in framework of an Individual

Discount. The New Bizz Discount only applies to advertising performance up to the amount of, or for the period included in, the Commercial Contract, whichever of the mentioned circumstances occurs earlier.

- 28) **“Total Guarantee Contractual Penalty”** shall mean the obligation of the Customer, in case of breach of the obligation of the total guarantee (TV or radio or Internet or print), to pay a contractual penalty to the Supplier in the amount of a difference of the given Total Guarantee and the price of the actually purchased advertising performance without VAT, unless the Contracting Parties agree the contractual penalty in a different amount in the Commercial Contract. This contractual penalty is due within 15 calendar days as of the last day of the Guaranteed Period. The Parties may, for purposes of cases of breach of the obligation of the Customer to comply with the Total Guarantee, agree on a tolerance level in a special provision in the Commercial Contract, expressed as a percentage of the given Total Guarantee, provided that its compliance shall result in the fact, that the right to payment of the Contractual Penalty of the Total Guarantee shall not incur to the Supplier.
- 29) **“Campaign Contract”** shall mean a contract on purchase of the advertising fulfilment exclusively relating to TV channels and commercial statements in form of Spots (not including sponsorship), concluded on basis of and under the terms of a Commercial Contract and Commercial Terms.
- 30) **“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.
- 31) **“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.
- 32) **“TV Bundle”** shall mean the mode of division in particular TV programmes, which the Customer chooses and which is binding for it.
- 33) **“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.
- 34) **“Base Price”** shall mean the price specified in CZK without VAT, which results from the Pricelist in relation to the Total TV Guarantee.

III. The Process and Form of Conclusion of Commercial Contracts

- 1) Commercial Contracts shall be concluded on basis of an Offer made by the Supplier, in one of the following ways:
 - a) Through the Electronic System:
 - (aa) Negotiation is made in several time phases, so called negotiation rounds.
 - (bb) The Customer is informed of the beginning and the end of a round through the Electronic System.

(cc) The Supplier shall send an Offer to the Customer through the Electronic System. The Supplier may also send more Offers and the Customer may choose the one of them, which suits it.

(dd) The Customer may accept the offer by clicking on the button “**Accept the Price**” (*Akceptovat cenu*) or send its Counteroffer (hereinafter only as the “**Counteroffer**”) to the Supplier. The Counteroffer is sent by the Customer by clicking on the button “Send Counteroffer to MC” (*Poslat protinávrh MC*). If the Customer sends the Offer with amendment or a deviation, this does not constitute Offer acceptance, but a Counteroffer.

(ee) If the Customer accepts the Offer of the Supplier even without any amendments or deviations and clicks on the button “**Binding Offer**”, and it does so within the term determined for acceptance of the Offer by the Supplier, the Offer becomes binding (“hereinafter only as the “**Binding Offer**”) for the Customer for the period determined in the Offer (hereinafter only as the “**Period of the Binding Offer**”). The Customer is bound by the Binding Offer and may not withdraw, change or cancel it during the Period of the Binding Offer.

(ff) A Commercial Contract may only be concluded on basis of a Binding Offer and only during the Period of the Binding Offer. The Supplier is not obliged to conclude a Commercial Contract, even neither on basis of an Offer nor on basis of a Binding Offer.

(gg) The Supplier always assesses acceptance of Binding Offers at the end of the negotiation round.

(hh) A Commercial Contract is concluded upon confirmation of the Supplier to the Customer upon conclusion of a Commercial Contract. The Supplier shall confirm conclusion of a Commercial Contract to the Customer by transfer of the Binding Offer to the “**Concluded Contracts**” section in the Electronic System, provided that a confirmation e-mail shall be delivered to the Customer.

(ii) The Customer is only entitled to communicate in the Electronic System through an “*authorized e-mail address*”, which means an e-mail address of the person representing the Customer, who is, upon request of the Customer approved by the Supplier, if it is possible to log in the Electronic System from the specified e-mail address by a valid and effective password, provided by the Supplier.

(jj) In case the Customer sends a Counteroffer to the Supplier, in such case the Supplier may:

- (1) Make another Counteroffer to the Customer, provided that it changes any of the parameters of the Counteroffer and sends its new proposal back to the Customer and the Customer subsequently proceeds according to clauses (dd) to (hh) of this Article III. para 1) letter a) of these Commercial Terms; or
- (2) Preliminarily accept the Counteroffer of the Customer. Upon preliminary acceptance of the Counteroffer, the Supplier acknowledges the conditions proposed by the Customer in the Counteroffer, but the Commercial Contract is not concluded. The Supplier is not bound by the preliminary acceptance of the Counteroffer of the Customer, this only is an act of preliminary agreement on conditions, which shall be confirmed by both the parties according to this Art. III. para 1) letter a) clauses (ee) to (hh) of the Commercial Terms (i. e. the Customer must bindingly accept the Counteroffer confirmed by the Supplier by clicking to the

button “**Binding Offer**”, and confirmation of the Binding (Counter)offer by the Supplier is necessary in order to conclude a Commercial Contract.

- (3) In case the Customer sends further Counteroffer to the Supplier as the reaction to the Counteroffer, the process according to this Art. III. para 1) letter a) clause (ee) to (hh) of these Commercial Terms hereinabove shall apply. The Supplier is not obliged to conclude a Commercial Contract, even not on basis of a Counteroffer.

(kk) After conclusion of the Commercial Contract, the Supplier is entitled to unilaterally amend or specify the following parameters of the Commercial Contract and to inform the Customer thereabout:

- The mode of ratio/allocation of commercial statements according to the Pricelist of Media Club.

The Supplier may make amendment or specification of parameters through the Electronic System or through sending of an amended wording of the Commercial Contract. The Customer and the Supplier further confirm that the hereinabove mentioned parameters are not the substantial parts of the Commercial Contract and therefore they are not a condition for its conclusion.

b) Upon acceptance of a written offer of the Commercial Contract:

(i) The Supplier shall send a written Offer to the Customer in order to conclude the Commercial Contract, signed by authorized representatives of the Supplier (including also scan of the Offer signed by authorized representatives of the Supplier sent via e-mail). Signature of a person authorized by the Supplier to sign the Offer may also be replaced by electronic, mechanic or other technical means (e. g. a pre-printed signature or a signature facsimile).

(ii) The Supplier may also sent more Offers to the Customer, provided that the Customer may choose the one, which it suits the best (but just one, combinations of various Offers are excluded).

(iii) The Commercial Contract is concluded upon acceptance of the Offer on part of the Customer. Acceptance may only be done without any amendments or deviations, otherwise it is considered to be a counteroffer to the Commercial Contract. The Offer is accepted by any of the following ways:

- 1) Upon its signature by authorized representatives of the Customer and delivery to the Supplier in the original or in a scanned copy from the authorized e-mail address or other e-mail addresses of the Customer, or
- 2) Tacitly (e. g. by making of first Order through the Electronic System or upon submission of a first Order according to the Offer in another way approved by the Supplier.

2) The Offer or acceptance of the Offer or confirmation of conclusion of a Commercial Contract is made by persons authorized thereto by the Customer or the Supplier or by persons acting through an authorized e-mail address. The Supplier may publish the list of persons authorized by it in this way at its websites.

3) Inscriptions, deletions or other changes of the text of the Commercial Contract, with exception for addition of the details of the person concluding the contract on behalf of the Customer, may only be made under the condition of their written acceptance by both the parties, specification of date of the made change and valid signatures of representatives of both the contracting parties at such a change or by conclusion of a written amendment to the Commercial Contract. Other changes in the text are not considered.

4) After conclusion of the Commercial Contract (regardless whether it was concluded through the Electronic System or otherwise), the Supplier is entitled to make a proposal to conclusion of an amendment to the Commercial Contract, whereby the Commercial Contract is changed. The proposal to conclusion of an amendment to a Commercial Contract is made by the Supplier by sending a written (new) proposal of the Commercial Contract by the Supplier to the Customer, where changes or additions will be included and which shall contain signatures of authorized representatives of the Supplier (including also scan of the Offer signed by authorized representatives of the Supplier, sent via e-mail). Signature of a person authorized by the Supplier to signature of the Offer may be replaced by electronic, mechanical or other technical means (e. g. pre-printed signature or facsimile of the signature). The provision of Article III. para 1) letter b) clause (iii) hereinabove shall apply to acceptance of the Offer to conclusion of the amendment to the Commercial Contract accordingly.

5) On basis of the concluded Commercial Contract, the Client is obliged to purchase advertising fulfilment of the Supplier in certain minimum value for certain period.

6) The Customer shall purchase the advertising fulfilment in the following way:

a. Through the Electronic System:

- The Customer makes an Order through the Electronic System for placement of the advertising fulfilment, by selection and filling of the following in the Electronic System through the tab "Orders": the mandatory details: length of the spot, number of GRPs, deal of the client (number of the offer of the Commercial Contract), product, time period, optional/non-binding requirements: time limitation of the campaign, date limitation of the campaign, position proposal, Spotlist proposal, and then it clicks to the button "Send" or other button with similar meaning. After sending of the order, the Order is binding for the Customer. Choice of particular times and dates for placement of the advertising fulfilment in the advertising space, which is made by the Customer through the Electronic System, is just for orientation and the Supplier is not bound by this selection of the Customer, provided that particular scheduling of placement of the advertising fulfilment shall be made by the Supplier in relation to actual free space for placement of the advertising fulfilment in the Advertising Space.
- On basis of the Order, the Supplier sends confirmation of the Order to the Customer through the system of the Electronic System or refuses the Order. The Campaign Contract is concluded upon the moment of sending of confirmation of the Order by the Supplier to the Customer.
- On basis of the confirmed Order, the Supplier shall send the Spotlist to the Customer.

b. Through an Order in a Form of the Supplier:

- In case the Customer is interested in conclusion of the Campaign Contract, it shall send the filled Order to the Supplier, the form of which is available at the website of the Supplier (on the day of issue of these Conditions, it is the website www.media-club.cz), via e-mail to the address specified at the website of the Supplier, provided that upon the day of issue of these Conditions, these are the following addresses: michaela.sebkova@media-club.cz or elena.padevetova@media-club.cz or monika.stetinova@media-club.cz and the Supplier is entitled to change them unilaterally.
- The Order is the proposal to conclusion of the Campaign Contract. The Order is bound for the Customer upon the moment of its sending to the Supplier.
- In case the Supplier confirms the Order via e-mail without reservations, the Campaign Contract is concluded.
- On basis of Order confirmation, the Supplier shall send a Spotlist to the Customer.
- In case the Supplier sends reservations, proposals to changes or amendments to the Order to the Customer, this shall not constitute acceptance of the Order. In such a case the Customer sends, upon mutual agreement, a new, amended Order to the Supplier,

also via e-mail. If the Supplier confirms this new Order without reservations, the Campaign Contract is concluded upon this moment.

- 7) In the Spotlist, which will be attached for confirmation of the Order, scheduling of the advertising fulfilment in the Advertising Space shall be included. Final placement of the advertising fulfilment in the Advertising Space may nonetheless differ from the scheduling included in the mentioned Spotlist, when the Supplier reserves the right to place up to 20 % of the volume of the advertising fulfilment in Spots (not including sponsoring) in the Advertising Space, differently from scheduling included in the Spotlist, according to its own choice, considering the actual free space in the Advertising Space.
- 8) The Customer is obliged to send the Order to the Supplier within the Term for Acceptance of the Order. The Supplier is not obliged to consider any Order sent after lapse of the Term for Acceptance of the Order. In case the Supplier is interested in acceptance of the Order made after lapse of the Term for Acceptance of the Order, in order the Order is either accepted through the Electronic System (it sends e-mail notification on acceptance of the Order to the Customer), or it informs the Supplier on acceptance of the Order via e-mail.

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

If the Customer does not fulfil the Total Guarantee and no Total Guarantee Contractual Penalty

- 1) is agreed for such a case, Art. IV para 25 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 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.
- 4) In case the Customer does not fulfil any of the further guarantees agreed in the Commercial Contract, **other than those specified in para 1, 2 and 3 hereinabove**, to which a particular discount is assigned, the Customer loses the right to the respective discount according to the Commercial Contract. The Supplier is, in such a case, entitled to additionally charge the price without such a discount. The additional charging shall be made in form of a repeated tax document issued by the Supplier on the last day of the guaranteed period according to this Contract. The amount of the balance payment of the price according to the corrective tax document shall be due within 15 days as of the date of its issue.

- 5) In case the Customer does not fulfil any of the further guarantees agreed in the Commercial Contract, **other than those specified in para 1, 2 and 3 hereinabove**, to which a particular discount is assigned, the Supplier is entitled to additionally charge the contractual penalty to the Customer in the amount of 35 % of the financial difference of the particular Further Guarantee and the actually realized performance according to the definition of the Further Guarantee (the difference is calculated from prices in CZK without VAT).

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 and the Pricelist.
- 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 are the part of the Commercial Contracts, which will become effective as of 19/10/2022.

Prague, on 19/10/2022

MEDIA CLUB, s.r.o.

Ing. Marek Singer, Company Executive

Ing. Vladimír Pořízek, Company Executive