

## PRICE LIST OF MEDIA CLUB

Annex to CONTRACTUAL COMMERCIAL TERMS AND CONDITIONS for Contracts on  
Broadcasting Commercial Communications on Channels Operated by MEDIA CLUB s. r. o.

### 1. General Terms

a. The Pricelist includes price terms for broadcasting commercial communications in Television Channels (hereinafter only as the „TV Channels“) represented by Media Club, which are, upon the date of issue of this Pricelist, the TV Channels of the groups of Prima, Barrandov, Óčko, Paramount Network, Atmedia, TV Seznam, Retro TV and Internet servers represented by Media Club. The list of TV Channels and Internet servers is continuously updated at the website of Media Club. Other represented channels according to para 2 of this Pricelist shall be treated as if they are one separate TV Channel.

b. The purchase target groups for sale of commercial communications scheduled by the Customer and sale of commercial communications scheduled for „reality“:

- Adults 15-69

c. Electronic Gross Rating Point (hereinafter only as “e-GRP”) is defined as 1 % of the number of people in the target group Adults 15-69. For purposes of e-GRP and this way of fulfilment in framework of audio-visual media services on demand, considered by the parties to be the television broadcasting, PRIME TIME and OFF PRIME TIME are not determined and PT and OPT indexes shall not apply; the same index as PRIME TIME shall apply instead of them for the entire day. Price indexes, discounts and surcharges defined in para 4 or 5 of this Pricelist are further applied to e-GRPs.

d. The price for the GRP or e-GRP rating point (hereinafter as “CPP”) shall relate to the purchase target group Adults 15-69 and to spots in the length of 30 seconds.

e. All the amounts in this Pricelist are specified in CZK without VAT.

f. PRIME TIME (hereinafter as „PT“) is defined as the broadcasting time within the period from 5:30 p. m. to 11:30 p. m. In case of TV Channels of Óčko group, it is the broadcasting time in the period from 11:00 a. m. to 6:00 p. m.

g. OFF PRIME TIME (hereinafter only as „OPT“) is defined as any broadcasting time other than PT.

h. SUPER BREAK (hereinafter only as „SB“) is defined as an exclusive advertising break, exclusively at Prima TV Channel in the time determined by the TV Channel operator for each day in the time round 8:30 p. m., in the length of no more than 1 minute with the permitted shortest length of the spot of 10 seconds. In framework of SB, time-measure indicating time to end of the SB may be displayed. The SB may only be ordered as „for reality“.

## 2. Mode of Commercial Communications Division Ratio (hereinafter only as the „Allocation Mode“)

For 2023, Media Club determines only one Allocation Mode for commercial communications in particular TV Channels, which is:

### Media Club Bundle Allocation Mode

The Customer has the option to choose up to 6 Target Groups from those included in the table hereinafter. In framework of the Allocation Mode the same Target Group may not be selected twice.

Media Club is entitled to additionally add or remove further Allocation Modes or Target Groups. The selected Allocation Mode cannot be changed by the Customer during the validity of the Commercial Contract.

### Alternatives of Choice of Target Groups for Media Club Bundle Allocation Mode:

**Media Club Bundle Allocation Mode for the Target Group Adults 15-69** in particular TV Channels is determined for the defined Target Groups and for the period from 01/04/2023 to 31/12/2023\* 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)**	Other Represented TV Channels
A 15+	45,4%	4,0%	5,8%	7,2%	6,6%	11,7%	2,9%	2,5%	1,4%	0,0%	12,5%
A 15-54	42,7%	8,7%	4,2%	7,6%	9,3%	8,2%	1,9%	1,7%	1,8%	2,0%	11,9%
A 15-69	41,4%	6,0%	4,7%	8,1%	8,0%	11,5%	2,9%	1,9%	1,6%	1,0%	12,9%
A 15-35	37,9%	14,1%	3,8%	6,4%	8,4%	3,7%	1,8%	1,5%	1,7%	6,0%	14,7%
A 18-30	40,5%	13,5%	3,9%	5,5%	7,5%	3,7%	1,1%	1,2%	1,2%	6,0%	15,9%
A 25-55 ABC	43,1%	7,8%	4,2%	7,7%	9,7%	9,3%	2,1%	1,5%	1,8%	2,0%	10,8%
A 25-55 BCD	44,8%	8,4%	4,2%	7,8%	9,4%	8,5%	1,7%	1,6%	1,6%	1,0%	11,0%
A 15-50	41,4%	9,7%	4,1%	7,3%	9,2%	7,1%	1,9%	1,7%	1,8%	3,0%	12,8%
A 25-55	42,9%	8,2%	4,3%	8,1%	9,4%	8,6%	2,4%	1,7%	1,7%	2,0%	10,7%
A 30+	45,1%	3,8%	5,9%	7,3%	6,6%	12,1%	3,0%	2,6%	1,3%	0,0%	12,3%
Families with children 0-14	46,3%	8,0%	4,1%	6,8%	8,5%	5,1%	1,2%	1,3%	1,6%	1,0%	16,1%
Housewives 18+	45,4%	3,2%	6,8%	6,1%	6,1%	13,7%	3,1%	2,9%	1,7%	0,0%	11,0%
Housewives 18-50	38,9%	7,4%	5,0%	6,1%	9,4%	8,8%	2,2%	1,8%	2,3%	5,0%	13,1%
Housewives 25-55	41,4%	6,4%	5,1%	6,1%	9,4%	10,8%	2,1%	2,0%	2,2%	3,0%	11,5%
M 15-35	38,1%	17,9%	2,1%	7,5%	7,1%	2,1%	1,2%	1,5%	0,7%	6,0%	15,8%
M 15-50	39,2%	12,8%	2,2%	10,0%	9,2%	5,2%	2,2%	1,1%	0,9%	4,0%	13,2%
M 18-30	38,0%	17,9%	2,2%	7,7%	6,1%	2,2%	0,9%	1,9%	0,5%	7,0%	15,6%
M 25-55	39,7%	11,5%	2,2%	11,0%	9,8%	6,3%	2,7%	0,9%	0,9%	4,0%	11,0%
M 15+	40,6%	6,6%	3,0%	11,7%	8,0%	10,7%	3,7%	1,5%	0,6%	3,0%	10,6%
W 15+	47,8%	2,9%	7,5%	4,3%	5,7%	13,5%	2,3%	3,2%	1,9%	0,0%	10,9%
W 15-35	38,9%	9,6%	5,0%	4,2%	9,0%	5,0%	1,6%	1,5%	2,6%	7,0%	15,6%
W 15-50	41,4%	6,5%	5,8%	4,8%	9,1%	8,6%	1,7%	2,0%	2,5%	5,0%	12,6%
W 18+ with children 0-14	44,4%	5,8%	5,7%	4,1%	9,8%	6,9%	1,2%	1,6%	2,1%	4,0%	15,4%
W 18-30	40,7%	10,5%	5,0%	3,5%	9,0%	4,8%	1,3%	0,7%	1,7%	7,0%	15,8%
W 25-55	41,0%	5,5%	6,0%	5,3%	9,0%	11,0%	2,1%	2,4%	2,4%	5,0%	10,3%

Explanation: A – Adults, M – Men, W – Women

\* TV Seznam may be included in the bundle upon individual request

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

Media Club reserves the right of change of division of particular TV Channels in the Allocation Mode according to this clause:

- a. Anytime in case that TV share of a TV Channel in Media Club Bundle Allocation Mode in the Target Group Adults 15-69 differs in the previous 4 subsequent calendar weeks by more than 30 percent from TV share of the TV Channel for the last 12 ended calendar months preceding the day of issue of the Pricelist.
- b. Anytime in case that the actually valid Allocation Mode does not include such TV Channel represented by Media Club, if its average SOV in the Target Group Adults 15-69 for the period of 4 subsequent calendar weeks is higher or equal to 0.1 %.
- c. Anytime in case that the list of TV Channels represented by Media Club changes.

Division among particular Other represented channels shall be determined by Media Club, considering the requested target group.

In the hereinafter specified cases, Media Club may permit reset of a particular TV channel (not the entire group of channels defined for the allocation mode according to par. 2) for the selected target group according to par. 2 of this Pricelist. Resetting of a channel mean that the given TV channel shall not broadcast the advertising fulfilment of the Client. Permission is fully up to the decision of Media Club and may not be asserted. The permission may also be agreed in cases, when the subject of promotion in the commercial statement of the Client are:

- Human medical preparations,
- Medical devices or diagnostic medical devices,
- Alcohol beverages,
- Food primarily intended as fast-food,
- Erotic services and products, food supplements for support of sexual performance,
- Lottery and betting or other hazardous games.

Channels with specific children target group, such as channels Nicktoons, Nicklodeon, Nick Jr Czech or Paramount network, may only be reset. Resetting of particular channels shall not affect the total procedural representation of the given TV channel or group of channels in the allocation mode according to par. 2 of this Pricelist. The arrangement on resetting of a TV channel shall be the part of the written agreement with the Client and cannot be changed during the term of duration of the contract.

Particular TV Channels represented by Media Club may be purchased individually for pricelist CPP included in clause 3. Sale of any two TV Channels of TV Channels represented by Media Club may be purchased with the discount of 3 % from the pricelist CPP for 2023. Sale of any three TV Channels of TV Channels represented by Media Club may be purchased with the discount of 5 % from the pricelist CPP for 2023. Sale of any four and eventually more TV Channels of the total amount of TV Channels

represented by Media Club shall be governed according to the conditions of the Media Club Bundle Allocation Mode for 2023.

### 3. CPP

Unless it is agreed otherwise in the particular Commercial Contract, CPP in the purchase Target Group A 15-69 for the period from 01/01/2023 to 31/12/2023 and for particular levels of investments of the Customer are determined as follows:

<b>The Investment in the Entire Year in CZK</b>	<b>CPP in CZK</b>
0 – 1 999 999	38 400
2 000 000 – 3 999 999	38 100
4 000 000 – 5 999 999	37 300
6 000 000 – 7 999 999	36 400
8 000 000 – 9 999 999	34 800
10 000 000 - 19 999 999	34 500
20 000 000 - 29 999 999	33 300
30 000 000 - 39 999 999	32 900
40 000 000 - 49 999 999	32 200
50 000 000 - 59 999 999	32 000
60 000 000 - 69 999 999	31 900
70 000 000 - 79 999 999	31 700
80 000 000 and more	Flat

In 2023 Media Club does not provide agency commission, the investment therefore means the net value of invested means at Media Club (i. e. the base for VAT of invoices issued on part of Media Club).

If the Customer does not fulfil the contractually agreed volume of the investment, it shall be obliged to pay Media Club the occurred difference between the realized volume of the investment and the agreed volume of the investment.

The Customer is not entitled to increase, without prior written agreement with Media Club, the investment above the level agreed in the Commercial Contract. Media Club provides fulfilment for that part of the investment, which is higher than the amount of the investment agreed in the Commercial Contract, only if:

- The Customer informed Media Club of its intent to increase the investment at least 3 months in advance and also
- Concluded either a new Commercial Contract or an amendment to the actual Commercial Contract with Media Club in advance, as regards the investment, which is higher than the agreed amount in the Commercial Contract.

Media Club is not obliged to accept 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. Definition of the Price

CPP of a particular campaign is calculated as a combination of CPP according to para 3, the price indexes and surcharges according to particular clauses: a), b), c), d), e), f), g), h), i) included in para 4 and according to particular clauses a), b), c) included in para 5.

##### a. Seasonal Indexes

Calendar Month	The Amount of the Index
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/–24/12/2023	1,40
25/–31/12/2023	0,80

##### b. Footage Indexes

Length of the Spot in Seconds	The Amount of the Index	The Amount of the Tandem Index
10 and shorter	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

OPT index applied only to rating points realized in OPT is determined in the amount of 0.9 and the claim of the Customer to use of the index occurs either:

Upon guarantee of placement of at least 30 % of the total guaranteed advertising fulfilment of the Customer (in CZK) into OPT in case of the Customer, where such guaranteed advertising fulfilment is in the amount of CZK 9,999,999.00 without VAT

or:

Upon guarantee of placement of at least 40 % of the total guaranteed advertising fulfilment of the Customer (in CZK) into OPT in case of the Customer, where such guaranteed advertising fulfilment is in the amount of CZK 10,000,000.00 without VAT or higher.

If the share of GRP to OPT at an order is higher by 50 %, a surcharge of 2 percentage points (i. e. application of the OPT index of 0.92) shall be applied to the OPT index.

The guarantee of placement into OPT is binding for the Customer and the Customer is obliged to comply with the placement of commercial communications according to the Guarantee for each campaign/order.

d. PRIME TIME Index

PT index applied only to rating points realized in PT is determined in the amount of 1.1.

If the share of GRP to PT at an order is higher by 70 %, a surcharge of 2 percentage points (i. e. application of the PT index of 1.12) shall be applied to the PT index.

The guarantee of placement into PT is binding for the Customer and the Customer is obliged to comply with the placement of commercial communications according to the Guarantee for each campaign/order.

e. Automatic Surcharge for a Position in the Advertising Block

The surcharge in the amount of 10 % of the price of the given particular spot is charged for each requested position in the advertising block.

f. Automatic Alliance Surcharge

The surcharge in the amount of 5 % of the price of the given particular spot is charged for each further customers / brand(s) presented in the given advertising spot. Presentation of each further customer / brand may not exceed 20 % of the length of the advertising spot.

g. Surcharge for Booking (5 %)

In case of specific requirements for booking, a surcharge in the amount of 5 % shall be applied for each particular requirement.

h. Surcharge for Placement of the Spot into SUPER BREAK (25 %)

In case of placement of the spot in the SUPER BREAK, the surcharge of 25 % shall be applied.

i. Surcharge for Unsettled Music Rights (0.5 %)

The Surcharge in the amount of 0.5 % shall be applied in case the Customer does not contemporaneously prove within the period for delivery of Materials for broadcasting, that a) no sound record issued for commercial purposes (§72 para 2 of the Copyright Act) is included in the spot and also b) the Customer itself acquired and settled all the necessary usage rights to music works/records/artistic performances included in the spot, including proving of exclusion of the effects of the collective agreement in case of the extended collective administration (§ 97e of the Copyright Act).

**5. Motivation for Timely Signature, Individual Client Discount, Discount for Further Media**

a) In case the Customer concludes a written contract, whereby it shall be obliged to order broadcasting of commercial communications in certain financial volume for the calendar year 2023, until 01/12/2022, at the latest, the OFF PRIME TIME index shall be applied at the level of 0.85 and also the PRIME TIME index at the level of 1.05. In case the Customer concludes a written contract, whereby it shall be obliged to order broadcasting of commercial communications in certain financial volume for the calendar year 2023, until 12/01/2022, at the latest, the OFF PRIME TIME index shall be applied at the level of 0.9 and also the PRIME TIME index at the level of 1.05.

b) Depending on the particular agreed volume, history of the Customer and further special parameters of cooperation, Media Club and the Customer may agree on an individual client discount.

c) In case the Customer binds in writing that it shall invest the hereinafter specified share out of the total guaranteed volume, which it is obliged to order at Media Club, into sponsoring, product placement or other commercial communications different from the advertising, or in commercial communications at the internet servers represented by Media Club, s. r. o. or in printed titles issued by FTV Prima, spol. s r. o. (hereinafter only as „Further Media“), it shall receive the title to discount from CPP according to Art. 3 of this Pricelist in the hereinafter specified amount:

<b>Share of the Volume of Further Media in the Total Guaranteed Volume</b>	<b>Discount from CPP according to Art. 3</b>
12 %	3 %
15 %	5%
20 %	8 %
30 %	13 %

Unless expressly agreed otherwise in the Commercial Contract or unless the Client expressly agreed otherwise with Media Club, the total investment in further media is divided in the approximate share: 60 % (classic sponsoring, sponsoring – injections, special formats of communication, product placement), 35 % (online products, HbbTV) and 5 % (print). The exact share of further media division

shall be determined by Media Club, provided that the real difference may not exceed five percentage points compared to the ratio included in the previous sentence.

The advertising fulfilment broadcasted through video-spots at Internet servers in framework of the Media Club Bundle Allocation Mode included as e-GRP shall not be considered to be fulfilment of the obligation to investment in Further Media.

Radio stations shall be included in Further Media only on basis of an express agreement with Media Club.

## 6. Limits for GRP Volumes

Media Club reserves the right not to accept or not to guarantee fulfilment of orders, the volume of which exceeds the following limits, provided that in case of concurrence of more campaigns of one Customer, which exceed in summary the specified limits, these limits shall be decreased by 20 %.

The limits are determined for one Customer, individual campaign according to the following table and for footage of the commercial communication in the length of 30 seconds provided that

- A month shall mean 1 calendar month
- A week shall mean 7 calendar days (even interrupted)
- A day shall mean 1 calendar day

<b>Bundle</b>	<b>Monthly Limit</b>	<b>Weekly Limit</b>	<b>Daily Limit</b>
<b>Media Club Bundle</b>	1 120	280	40

The following indexes shall be used for recalculation of limits in case of other footage of spots than 30 seconds:

<b>Footage of the Spot in sec</b>	<b>The Amount of the Index</b>
10	3,00
15	2,00
20	1,50
25	1,20
30	1,00
35	0,86
40	0,75
45	0,67
50	0,60
55	0,55
60	0,50



## **7. Confidentiality**

In case the Customer (the Agency or the Client) provides or discloses information included in the commercial offer or agreement with Media Club or information relating to the commercial offer or contracts, which is covered by the obligation of confidentiality according to the contract or the Commercial Terms and Conditions, to a third party different from the Client, the surcharge of 10 % shall be applied to CPP; the sanctions according to the contract or the Commercial Terms and Conditions are not affected thereby.

In case the Customer is the Agency, the Agency shall be liable for provision or disclosure of information according to the previous sentence by the Client to a third party, as if this information was provided or disclosed by the Agency.

**The provisions included directly in the text of contracts shall in case of differences prevail over the Pricelist. Unless specified otherwise, the Pricelist shall be valid for dissemination of commercial communications in the period from 01/08/2023 and thereafter.**

**Media Club reserves the right to change the Pricelist.**