

**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 AND CAMPAIGN CONTRACTS**

(hereinafter only as the **“Special Commercial Terms”**)

### **1 The Subject of Regulation**

- 1.1 These Special Commercial Terms regulate some definitions and obligations from Commercial Contracts and Campaign Contracts concluded between MEDIA CLUB, s. r. o. (hereinafter only as the **“Supplier”**) and the Customer.
- 1.2 In case these Special Commercial Terms do not specify differently, the Contractual Commercial Terms and Conditions for Contracts on Broadcasting Commercial Communications in Channels Represented by Media Club shall also apply to Commercial Contracts and Campaign Contracts (hereinafter only as the **“Commercial Terms”**).
- 1.3 The terms used in the Commercial Contract and the Campaign Contract shall have the meaning according to definitions included hereinafter in Art. 2 of these Special Commercial Terms and in the Pricelist.

### **2 Definitions**

- 2.1 **“Alliance Surcharge”** shall mean the obligation of the Supplier to charge, at alliance Spots or sponsor messages (promotion of two and more clients in framework of one commercial communication), a surcharge to the price of such communications in the amount of the percentage specified therein of the price of such communications, only up to such amount of the Total Guarantee, which corresponds to the financial specification of the percentage of the Total Guarantee included therein.
- 2.2 **“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 conditions of delivery of these GRP according to its needs and possibilities in framework of the Guaranteed Period. The Supplier may deliver such GRPs anytime during the entire Guaranteed Period of the Contract.
- 2.3 **“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.

2.4 **“Electronic System”** shall mean Internet interface of the electronic enquiry system of the Supplier for the commercial communication, which the Supplier provided the Customer with the access to, for purposes of Commercial Communication Purchase.

2.5 **“Total Guarantee”** shall mean the overall price for dissemination of commercial communications and the fulfilment relating thereto, specified in CZK without VAT, which the Customer shall be obliged to pay for the Commercial Communication Purchase 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 the 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 dissemination of commercial communications in the extent exceeding the Total Guarantee agreed in the Commercial Contract. The Supplier shall only provide dissemination of commercial communications exceeding the Total Guarantee agreed in the Commercial Contract, if:

2.5.1 The Customer informed the Supplier of its intent to exceed the Total Guarantee at least 3 months in advance and also

2.5.2 As regards the commercial communications 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 disseminate the commercial communications exceeding the Total Guarantee. The Customer is not entitled to decrease of the amount of CPP according to the Pricelist, if it ordered dissemination of commercial communications exceeding the Total Guarantee agreed in the Commercial Contract without any agreement with the Supplier.

2.6 **“Further Media Guarantee”** shall mean the minimum amount in CZK without VAT, which the Customer shall be obliged to pay according to the Commercial Contract as contributions to broadcasting of programmes of operators of television broadcasting represented by 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 represented by the Supplier and/or Purchase of commercial communications of prints issued 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.

2.7 **“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 Commercial Communication Purchase in the period of January and July. The Low Season Guarantee shall be the part of the Total Guarantee.

- 2.8 **“Guaranteed Period”** shall be the period, when the Customer is obliged to purchase commercial communications according to the Commercial Contract, and eventually also the period before conclusion of the Commercial Contract, for which the Commercial Communications Purchases 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.
- 2.9 **“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.
- 2.10 **“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.
- 2.11 **“Target Group Indexes”** shall mean the obligation of the Supplier to apply in Commercial Communications Purchase to TRPs coefficient 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 coefficient rate for target groups shall be regulated by the pricelist of the Supplier valid and effective on the day of acceptance of the Order.
- 2.12 **“Length Cumulating”** shall mean the obligation of the Supplier, if the Customer orders an advertising Spot divided in up to three 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 length of such placed parts of the Spot, only in case of such cumulated Spots, the length 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.
- 2.13 **“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.
- 2.14 **“Offer”** shall mean a proposal of the Supplier or the Customer to conclusion of a Commercial Contract.
- 2.15 **“Commercial Communications Purchase”** 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 or purchase of printed media, 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.

- 2.16 **“The Purchase Target Group”** shall mean the target group, where the Customer is obliged to purchase GRP or TRP.
- 2.17 **“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 partial Campaign Contracts, commercial communications in certain minimum amount for a determined period.
- 2.18 **“Special Commercial Terms”** shall mean these Special Contractual Commercial Terms for Commercial Contracts and Campaign Contracts.
- 2.19 The **“Pricelist”** shall mean the valid and effective pricelist of the Supplier applicable to the given media type. The Commercial Terms, the Special Commercial Terms and the Pricelist are the integral part of a Commercial Contract, but they are not attached thereto due to technical reasons.
- 2.20 **“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 or sponsorship, made in the way according to these Special Commercial Terms.
- 2.21 **“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.
- 2.22 **“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.
- 2.23 **“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.
- 2.24 **“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.

- 2.25 **“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, length of the spot of index 1, 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.
- 2.26 **“New Bizz Discount”** shall mean a Client CPP discount or a Base Price discount provided to the Customer, who did not purchase commercial communications 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 commercial communications up to the amount of, or for the period included in, the Commercial Contract, whichever of the mentioned circumstances occurs earlier.
- 2.27 **“Total Guarantee Non-compliance 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 calculated as a difference of the given Total Guarantee and the price of the actually provided and invoiced fulfilment 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.
- 2.28 **“Campaign Contract”** shall mean a contract on purchase of the commercial communication exclusively relating to TV channels in form of Spots and sponsorship, concluded on basis of and under the terms of a Commercial Contract and Commercial Terms.
- 2.29 **“Length Index”** shall mean the obligation of the Supplier to apply indexes for recalculation of the price **for length of the spot with other spot length index than 1**, 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 length 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 length index for the length of Spots specified therein.
- 2.30 **“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.

- 2.31 **“TV Bundle”** shall mean the mode of division of commercial communications in particular TV programmes, which the Customer chooses and which is binding for it.
- 2.32 **“Target Groups Options”** shall mean the target groups for optimising of focus of commercial communications specified in the Pricelist, provided that the Client may choose up to 6 options therefrom.
- 2.33 **“Resulting Price”** shall mean a price of a partial fulfilment provided according to the respective particular Campaign Contract adjusted by contractual and pricelist surcharges and deductions, as resulting from the Commercial Contract, if concluded.
- 2.34 **“Base Price”** shall mean the price of CPP specified in CZK without VAT, determined in the Pricelist In relation to the Total Guarantee agreed in the Commercial Contract.

### 3 Process and the Method of Conclusion of Commercial Contracts

3.1 Commercial Contracts shall be concluded on basis of an Offer made by the Supplier, in one of the following ways:

3.1.1 Through the Electronic System:

- i) Negotiation is made in several time phases, so called negotiation rounds.
- ii) The Customer is informed of the beginning and the end of a round through the Electronic System.
- iii) 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.
- iv) 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.
- v) 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.

- vi) 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.
- vii) The Supplier always assesses acceptance of Binding Offers at the end of the negotiation round.
- viii) 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.
- ix) 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.
- x) In case the Customer sends a Counteroffer to the Supplier, in such case the Supplier may:
  - a) 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 (iv) to (viii) of this Article of the Special Commercial Terms; or
  - b) 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 Article of the Special 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.
  - c) In case the Customer sends further Counteroffer to the Supplier as the reaction to the Counteroffer, the process according to clauses v.) to viii) of this Article of the Special Commercial Terms shall apply. The Supplier is not obliged to conclude a Commercial Contract, even not on basis of a Counteroffer.



- xi) 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:

- a) The mode of ratio/allocation of commercial statements according to the Pricelist of Media Club;
- b) Choice of up to 6 target groups for optimising of spot campaigns.

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.

### **3.1.2 On basis 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 (in form published at the link <https://media-club.tv/kestazeni/>) and 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 send 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:
  - a) 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
  - b) 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).

3.2 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.



- 3.3 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.
- 3.4 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.
- 3.5 On basis of the concluded Commercial Contract, the Client is obliged to purchase commercial communications at the Supplier in certain minimum value for certain period.

#### **4 Process and the Methods of Conclusion of Campaign Contracts**

- 4.1 Campaign Contracts, the subject of which are **spot campaigns**, are concluded by the Supplier in the following manner:

##### **4.1.1 Through the Electronic System:**

- i) The Customer shall place an Order for the placement of a commercial communication through the Electronic System by selecting and filling in the following mandatory data in the Electronic System at the tab ***“Orders”***:
  - a) The length of the Spot,
  - b) Number of GRPs,
  - c) Client's deal (offer number of the Commercial Contract),
  - d) Product,
  - e) Time period.

The Customer may also optionally specify non-binding preferences for the Supplier, such as:

- f) Time limitation of the campaign,
- g) Date limitation of the campaign,
- h) Position proposal,
- i) Draft Spotlist,

and presses the **“Send”** button or another button with a similar meaning.

- ii) Once sent, the Order is binding for the Customer.
- iii) The choice of specific times and dates for the placement of commercial communications in the advertising space (Spotlist), which the Customer makes through the Electronic System, is only indicative and the Supplier is not bound by this choice of the Customer, if the specific schedule for the placement of commercial communications is made by the Supplier based in relation to the actual free space for placement of commercial communications in advertising space.
- iv) Based on the Order, the Supplier shall send the Order confirmation to the Customer via the Electronic System or rejects the Order.
- v) The campaign contract is concluded at the moment the confirmation (acceptance) of the Order is sent by the Supplier to the Customer according to the previous point.
- vi) After concluding the Campaign Contract, the Supplier will send the Spotlist to the Customer.
- vii) The Supplier is not obliged to conclude a Campaign Agreement on basis of the Order.

#### **4.1.2 Through the Order on the Supplier's form:**

- i) The Customer can issue an Order by filling in the form available on the website [www.media-club.tv](http://www.media-club.tv) and sending it to the e-mail address [spot@media-club.cz](mailto:spot@media-club.cz).
- ii) The Order is a proposal for the conclusion of the Campaign Contract. The Order is binding for the Customer from the moment it is sent by the Supplier and cannot be revoked.
- iii) As regards the Order, the Supplier may:
  - a) Accept it without reservations,
  - b) Send a counter-draft of the Order with a proposal for its changes or additions,

- c) Refuse it.
  - iv) The Supplier shall inform the Customer of the acceptance of the Order without reservation by e-mail. By accepting the Order, the Campaign Contract is concluded.
  - v) After concluding the Campaign Contract, the Supplier will send the Spotlist of the spot campaign to the Customer.
  - vi) By sending an amended or supplemented Order by e-mail, the Supplier makes a new draft of the Campaign Contract to the Customer. In such a case, the Campaign Contract is concluded only after the Contracting Parties have agreed on its entire content after negotiation, the Customer sends the Supplier a modified Order form and the Supplier sends the Customer a confirmation via e-mail that it accepts this modified Order without reservations. Upon acceptance on part of the Supplier, the Campaign Contract is concluded.
  - vii) The Supplier is not obliged to enter into a Campaign Contract on basis of the Order.
- 4.2 In the Spotlist, which will be sent to the Customer after conclusion of the Campaign Contract, the Supplier will schedule placement of commercial communications in the advertising space. However, the final placement of commercial communications in the advertising space may differ from the schedule specified in the Spotlist, when the Supplier reserves the right to place the commercial communication in form of a Spot (not including sponsorship) in the advertising space, differently from the schedule specified in the Spotlist, at its own discretion with regard to the required target groups of the Customer, considering the natural viewership of individual TV channels resulting from Viewer rating research and considering the current free space in advertising space.
- 4.3 The Customer is obliged to send the Order to the Supplier no later than by the end of the term for acceptance of the Order (hereinafter referred to as the "Term for Acceptance of the Order") set by the Supplier for each calendar month in the Electronic System. The Supplier is not obliged to consider any Order sent after the Term for Acceptance of the Order, and the Supplier is entitled to charge an additional fee for such Orders for late booking according to the Price List, if it accepts them. In case that the Supplier accepts the Order placed after the Term for Acceptance for the Order, it shall do so either
- 4.3.1 Through the Electronic System or
  - 4.3.2 In writing via e-mail.
- 4.4 The Campaign Contracts, the subject of which is a **commercial communication in form of a sponsor message**, are concluded by the Supplier in the following manner:
- 4.4.1 **Through the Electronic System:**

- i) The Customer makes booking through the Electronic System the placement of sponsor messages using the **"Sponsoring Booking"** (Sponzoring rezervace) tab,
- ii) The Customer makes the booking by filling in the following basic mandatory data in the first step of the booking:
  - a) The name of the Client,
  - b) The product specification,
  - c) The target group, which the sponsor message wants to focus on, and
  - d) The time period.
- iii) In case that the choice of any mandatory data is not available on the tab, the Customer enters this data using the fields called "Own Client" (Vlastní klient), "Own Product" (Vlastní produkt) or "Own Target Group" (Vlastní cílová skupina).
- iv) After filling in all basic mandatory data, the Customer continues the booking process by pressing the **"Continue booking"** (Pokračovat v rezervaci) button.
- v) In the next stage of the booking, the Customer fills in the product mandatory data:
  - a) The channel,
  - b) The format,
  - c) The number of sponsor messages,
  - d) The length of the sponsor message or the type of injection in accordance with the selected format.
- vi) After filling in all basic and product mandatory data, the Customer selects the individual times it is interested in booking in the **"Time Zone"** (Časové pásmo) section via the calendar.
- vii) The calendar displays pink-marked free times that are available for selection and indicates the maximum number of Clients that can be included in the given time zone and also the number of clients already booked for the given time period. The orange mark in the calendar indicates the reserved time zones just selected by the Customer, and these can be cancelled by clicking at the given place again. To facilitate the process of booking, the Customer has the option to use a filter for days that allows faster adjustment of the offered time zones according to the filter.
- viii) Gray marked time zones in the calendar are already sold out or fully booked. For these time zones, the Customer has the option to launch the **"Watchdog"** (Hlídací pes) function via the bell icon, which monitors whether the required time zone becomes available for booking. The Customer is obliged to press the **"Yes"** (Ano) button to confirm its interest in monitoring this band, or the **"No"** (Ne) button if he does not want to use this function. If

the Customer confirms the **“Yes”** (Ano) option, it will receive an e-mail notification that it has been placed on the waiting list for the given time zone. In the event that the given time zone becomes available, the Customer will receive another e-mail notification informing it of the vacating of this time zone. The Customer then has the option to return to an already made booking and modify it, or to use the released time zone for a new or different booking of sponsor messages. The **“Watchdog”** (Hlídací pes) function can be activated by more than one Customer and the Supplier therefore does not provide any guarantee to the Customer that the time zone will be reserved for it by activating the function.

- ix) The Customer has the option to follow the selected time zones in detail in the lower part of the booking window.
- x) Some time zones require special approval on part of the Supplier for booking. These time zones are marked with an "X" in the calendar. In the booking summary, these time zones are marked with a special indicator and require special approval on part of the Customer.
- xi) The Customer can add additional information to the booking at its discretion using the **“Booking Note”** (Poznámka k rezervaci) field. The data in this field is of only informative and supplementary nature and the Customer is not bound by it in any way.
- xii) As regards the selected sponsor message formats, the Customer may propose a different length of the sponsor message than that specified in the selection of the number of sponsor messages; it can use the field **“Own Length of the Message”** (Vlastní stopáž) for such a proposal. On basis of the selection of the own length of the message, the Electronic system adjusts the time zones offered for the selection of the Customer. The summary of the booking indicates, which length of the message is booked by the Customer in particular time zones.
- xiii) Within the booking, the initial amount of the Discount is indicated, which can be changed by the Supplier at a later stage of the booking.
- xiv) The Customer may propose a preferred position of the sponsor message for selected sponsor message formats and subsequently select time zones that correspond to this preferred position.
- xv) If the Customer intends to reserve a sponsor message with the Alliance Surcharge (see Article II, paragraph 1)) for a certain time zone, it must mark this option in the booking and then select the time zones, where it proposes to place this type of sponsor message.
- xvi) An asterisk next to the total number of sponsor messages in the booking summary indicates that the Customer proposes either own length of the message for a specific time zone, a preferred position, a sponsor message with an Alliance Surcharge or various combinations of these selections.

- xvii) In the booking summary, the Customer has an overview of the selected time zones and the following information is displayed for each zone:
- a) The date
  - b) The time zone
  - c) The format
  - d) The number of episodes
  - e) The total number of sponsor messages
  - f) The monthly coefficient
  - g) The total price
  - h) The amount of the Discount
  - i) The resulting price without VAT
- xviii) In the booking summary, the Customer has the option to cancel any selected time zone.
- xix) Before completion of the booking of sponsor messages, the Customer has the option to:
- a) **Delete existing creation:** this option returns the Customer to the beginning of the sponsor message booking procedure,
  - b) **Modify the first step of the booking only in the product data and target group data:** Editing of data on the Client or time period data is not possible. If the Customer wants to modify this data, it must do so through a new booking.
  - c) **Save in progress:** The order is moved to the booking sponsor overview to the status "In progress" (Rozpracované).
- xx) The booking is completed when the Customer clicks on the **"Request Booking"** (Poptat rezervaci) button, whereby the created booking becomes to be the Order, it is sent to the Supplier and moves to the **"Awaiting Approval"** (Čeká na schválení) status. The order is not binding for the Supplier.
- xxi) The Supplier is entitled to accept the Order, to waive it completely or to prepare a counter-proposal of the Order on its basis.
- xxii) If the Order is accepted for the Supplier without reservations, it accepts it in the Electronic System by switching to the **"Accepted"** (Akceptováno) status.
- xxiii) Upon acceptance of the Order by the Supplier, the term for binding confirmation by the Customer begins to run for the Customer (hereinafter referred to as the **"Term for Binding Confirmation by the Customer"**). The duration of the Term for Binding Confirmation by the Customer is governed by the provisions of paragraphs xxix) to xxxiii) of this Article.
- xxiv) The Supplier may reject the Order in full. In such a case, the Order moves to the **"Cancelled"** (Zrušeno) status and it is subsequently removed from the Electronic System.

- xxv) If the Order has not been accepted without change by the Supplier, or has been completely rejected, it moves to the **"Negotiation in progress"** (Probíhá vyjednávání) state, during which the Customer and the Supplier negotiate a full agreement on the content of the Campaign Agreement.
- xxvi) If the Supplier has not accepted the Order without changes, it will send a counter-proposal of the Campaign Contract to the Customer. After achievement of the full agreement on the Campaign Contract by both the contracting parties, the Supplier shall accept the modified Order, which is the result of negotiations, by its moving to the **"Accepted"** (Akceptováno) status. Paragraph xxiii) above shall apply accordingly to the Order accepted in this way, and the relevant Term for Binding Confirmation by the Customer commences to run.
- xxvii) The Customer can download the accepted Order in the form of a .pdf or .xls file.
- xxviii) The Supplier has the right to unilaterally withdraw from the accepted Order at any time with immediate effect without giving any reason.
- xxix) The Term for Binding Confirmation by the Customer is the time period in which the Customer confirms its will to be bound by the Campaign Contract and bindingly orders the performance according to the Campaign Contract. The length of the Term for Binding Confirmation by the Customer depends on the length of the time interval between the acceptance of the Order by the Supplier (moving the Order to the **"Accepted"** (Akceptováno) status) and the date agreed in the Order, when the fulfilment of the Order by the Customer is to be commenced (hereinafter referred to as **"Campaign Start"**).
- xxx) An Order, for which the Term for Binding Confirmation by the Customer has lapsed in vain, is automatically cancelled and the Supplier is not obliged to fulfil it and is not bound by it in any way.
- xxxi) As regards the Order, for which the time interval between its acceptance by the Supplier and the Campaign Start fall in the same calendar month, the Term for Binding Confirmation by the Customer is 3 working days.
- xxxii) As regards the Order, for which the time interval between its acceptance by the Supplier and the Campaign Start is 2 months and more, the Term for Final Confirmation is 6 weeks.
- xxxiii) As regards the Order, for which the time interval between its acceptance by the Supplier and the Campaign Start does not fall into any previous category, the Term for Binding Confirmation by the Customer is 14 days.
- xxxiv) The Customer is informed of the approaching end of the Term for Binding Confirmation by the Customer by sending a notification from the Electronic System to an authorized e-mail address, 5 days and 2 hours before the end of the Term for Binding Confirmation by the



Customer. If the Customer does not make a binding booking before the time expires, the booking shall be automatically cancelled.

- xxxv) During the Binding Confirmation Period, the Customer shall confirm the Order bindingly by pressing the **"Order Bindingly"** (Závazně objednat) button. The condition for creation of the Campaign Agreement based on the Order is the acceptance of the Terms and Conditions and the Special Terms and Conditions. Upon the moment of pressing the button **"Order Bindingly"** (Závazně objednat), the Campaign Contract according to the Order is concluded and the Order is marked as "Accepted Order" (Přijatá objednávka) in the Electronic System. After conclusion of the Campaign Contract, the final specification of the audio-visual recordings, where the sponsor message is to be placed, occurs (the so-called final reservation or "booking"). After the final specification, the Order is marked as **"Booked"** in the Electronic System.
- xxxvi) The Customer may exceptionally request the Supplier to modify the Order, with the exception of the Resulting Price of the fulfilment and requests to modify time zones in the period of less than 3 working days before the start of the distribution of a specific sponsor message. The Supplier may discuss such modification with the Customer at its discretion, but it is not obliged to comply with such a request.
- xxxvii) The Electronic System displays the status of individual Orders. The Orders, which have not been sent to the Supplier for approval are marked with the status **"In Progress"**. The Orders awaiting a response from the Supplier are in the **"Awaiting Approval"** status. The Orders that have been cancelled by one of the parties are marked with the status **"Cancelled"**.

#### **4.4.2 Via the Supplier's form:**

- i) The Customer may issue the Order by filling in the form available on the website [www.media-club.tv](http://www.media-club.tv) and sending it to the e-mail address: [sponsoring@media-club.cz](mailto:sponsoring@media-club.cz).
- ii) The Order is the proposal for conclusion of the Campaign Contract. The Order is binding for the Customer as of the moment it is sent to the Supplier and cannot be revoked.
- iii) As regards the Order, the Supplier may:
  - a) Accept it without reservations,
  - b) Send a counter-draft of the Order with a proposal for its changes or additions,
  - c) Refuse it.
- iv) The Supplier shall inform the Customer of the acceptance of the Order without reservations via e-mail. Upon acceptance of the Order, the Campaign Contract is concluded.
- v) Upon conclusion of the Campaign Contract, the Supplier shall send a Spotlist for sponsor messages to the Customer.

- vi) Upon sending an amended or supplemented Order via e-mail, the Supplier shall make a new draft of the Campaign Contract to the Customer. In such a case, the Campaign Contract is only concluded after the contracting parties have agreed on its entire content after negotiation, the Customer sends the Supplier a modified Order form and the Supplier sends the Customer a confirmation by e-mail that it accepts this modified Order without reservations. Upon acceptance by the Supplier, the Campaign Contract is concluded.
- vii) The Supplier is not obliged to enter into the Campaign Contract on basis of the Order.

## **5 Sanctions for Non-compliance with the Obligations Agreed in the Commercial Contract as the Guarantee of the Customer**

- 5.1 In the event that the Customer does not fulfil the obligation of the Total Guarantee, the Supplier has the right to pay the Contractual Penalty for non-compliance with the Total Guarantee in accordance with paragraph 2.27 of these Commercial Terms.
- 5.2 In the event that the Customer does not comply with the Off-prime Guarantee, it loses the right to apply the coefficient for Off-prime Time for the purposes of calculation of the price of the commercial communication and the Supplier is entitled to charge the Customer the price of the commercial communication, the contractual penalty determined as the difference between the price paid by the Customer and the coefficient applied for Off-prime and the price of a commercial communication placed in Prime time for that part of the time period, for which the Customer did not comply with the Off-Prime Guarantee. Additional charging shall take place in form of a correcting tax document issued by the Supplier upon the last day of the Guaranteed Period according to the Commercial Contract. The additional payment according to this paragraph is due within 15 days as of the date of issue of the correcting tax document of the Supplier.
- 5.3 In the event that the Customer fails to comply with any of the other guarantees agreed in the Commercial Contract, with the exception of the Total Guarantee and the Off-prime Guarantee, compliance with which is associated with the benefit of a discount from the price of the commercial communication, the Customer loses the right to this discount according to the Commercial Contract. In such a case, the Supplier is entitled to retroactively charge the Customer the price of the commercial communication without such a discount. Additional charging shall take place in form of a correcting tax document issued by the Supplier on the last day of the Guaranteed Period according to the Commercial Contract. The additional payment according to this paragraph is due within 15 days as of the date of issue of the correcting tax document of the Supplier.
- 5.4 In the event that the Customer fails to comply with any of the other guarantees agreed in the Commercial Contract, with the exception of the Total Guarantee and the Off-prime Guarantee, the observance of which does not entail the benefit of a discount from the price of the commercial communication, the Supplier is entitled to charge the Customer the contractual penalty in the amount of 35 % of the difference of the price of the commercial communication, when the additional guarantee is complied with and the actual fulfilment realized according to the definition of the further guarantee (the difference is calculated from the prices in CZK without VAT).

5.5 In the event that the Customer does not fulfil the obligation arising from the Guarantee of Other Media, the Supplier is entitled to charge the Customer the contractual penalty in the amount of the difference between the Customer's paid, discounted, CPP and standard CPP according to the Price List. The additional charging shall take place in form of the corrected tax document issued by the Supplier on the last day of the Guaranteed Period according to the Commercial Contract. The additional payment according to this paragraph is due within 15 days as of the date of issue of the correcting tax document of the Supplier.

## **6 Payment and Further Provisions**

6.1 The Customer shall pay the price of the commercial communications to the Supplier, agreed in compliance with the Commercial Contract. The price of the provided fulfilment according to a particular Campaign Contract concluded in order to comply with the obligations according to the Commercial Contract, adjusted by contractual and pricelist surcharges and deductions, shall be denominated in invoices as the **Resulting Price**. The Resulting Price shall be the base for charged VAT fulfilment, taxable in the VAT rate in the legal amount.

6.2 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 comply with its financial obligations from the contractual obligations within lapse of the agreed **Maturity Period**. The monetary obligation is complied with upon the moment of crediting of the amount to the account of the Supplier.

## **7 Final Provisions**

7.1 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.

7.2 These Special Commercial Terms are effective upon the day of their conclusion and the create the part of the Commercial Contracts and the Campaign Contracts concluded as of 01/01/2024.

Prague, on 30/11/2023