

MEDIA CLUB, s.r.o.,

Registered office: Praha 10 – Strašnice, Vinohradská 3217/167, ZIP code: 100 00

Compady ID: 29413982, VAT ID: CZ 29413982

Registered in the Commercial Register at the Municipal Court in Prague, Section C, Insert 204565

PRICE LIST OF MEDIA CLUB valid for the period from 01/09/2024

Annex to Contractual Commercial Terms and Conditions for Contracts on Broadcasting Commercial Communications on Channels Operated by MEDIA CLUB s. r. o. (hereinafter only as “Media Club”)

1. General Terms

a. The Pricelist includes price terms for broadcasting commercial communications in television channels represented by Media Club (hereinafter only as the „TV Channels“), 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.

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

- Adults 18-69
- Adults 15-54 for eGRPs

On basis of agreement between the Customer and Media Club, the Customer may also order another target group than Adults 18-69. In such a case, **sale of TRPs** occurs. Media Club offers the following Target Groups for sale of TRPs:

Adults 15+
Adults 15-54
Adults 15-35
Adults 25-55 ABC
Adults 25-55 BCD
Adults 25-55
Adults 25+
Families with children 0-14
Housewives 18+
Housewives 18-50
Housewives 25-55
Men 15-35
Men 15-54
Men 25-55
Men 18+
Women 18+
Women 15-35
Women 15-54
Women 18+ with children 0-14
Women 25-55
Children 4-14

In case of sale of TRPs, the campaign is scheduled in 100 % on part of Media Club, provided that Media Club shall allocate TRPs in TV Channels, specified in par. 1 a) of this Pricelist, according to: their natural scheduling of TRPs, resulting from the Viewer Rating, considering the sold parts and the current performance of particular channels. The limits for the volume of paragraph 7 of this Pricelist, calculated according to the current affinity of the selected target group, shall apply to sale in TRPs.

c. Electronic Gross Rating Point (hereinafter only as “e-GRP”) is defined as 1 % of the number of people in the target group Adults 15-54. 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 5 or 6 of this Pricelist are further applied to e-GRPs.

d. The price for the GRP (hereinafter as “CPP”) shall relate to the purchase target group Adults 18-69 or e-GRP to the target group Adults 15-54 and to spots with index 1 according to paragraph 5 of this Pricelist.

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 2024, Media Club determines, for the sale of the target group Adults 18-69, 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 summary 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:

Adults 15+
Adults 15-54
Adults 18-69
Adults 15-35
Adults 20-45 ABC
Adults 25-55 ABC
Adults 25-55 BCD
Adults 25-55
Adults 25+
Families with children 0-14
Housewives 18+
Housewives 18-50
Housewives 25-55
Men 15-35
Men 15-54
Men 25-55
Men 18+
Women 18+
Women 15-35
Women 15-54
Women 18+ with children 0-14
Women 25-55
Women 25-40

Scheduling of particular TV Channels in the Allocation Mode is fully within the competency of Media Club. The ratio among particular TV Channels specified in paragraph 1. a) of this Pricelist shall be optimized by Media Club, considering the requested target group of the client, according to the natural scheduling of TRPs, resulting from the Viewer Ratings, according to the current performance of the given TV Channels and their current sold parts.

Media Club reserves the right to add further TV Channel in the Allocation Mode, in case the average SOV of this TV Channel in the target group Adults 18-69 is higher or equal to 0.01 % for the time of 4 subsequent calendar weeks, or anytime in case the number of TV Channels represented by Media Club changes.

In the hereinafter specified cases, Media Club may permit reset of a particular TV channel 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 Commercial Communication of the Customer. 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 Customer 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.. The arrangement on resetting of a TV channel shall be the part of a Commercial Contract with the Customer and cannot be changed during the term of duration of the Commercial 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 may be purchased with the discount of 3 % from the pricelist CPP for 2024. Sale of any three TV Channels of TV Channels may be purchased with the discount of 5 % from the pricelist CPP for 2024. Sale of any four and eventually more TV Channels of the total amount of TV Channels shall be governed according to the conditions of the Media Club Bundle Allocation Mode for 2024.

3. CPP

Unless it is agreed otherwise in the particular Commercial Contract, CPP in the purchase Target Group A 18-69 for the period from 01/01/2024 to 31/12/2024 and for particular levels of Total Guarantee of the Customer according to the Commercial Agreement are determined as follows:

The Total Guarantee in CZK	CPP in CZK
0 – 1 999 999	43 000
2 000 000 – 3 999 999	42 700
4 000 000 – 5 999 999	42 100
6 000 000 – 7 999 999	41 100
8 000 000 – 9 999 999	39 700
10 000 000 - 19 999 999	39 300
20 000 000 - 29 999 999	38 300
30 000 000 - 39 999 999	37 800
40 000 000 - 49 999 999	37 500
50 000 000 - 59 999 999	37 400
60 000 000 - 69 999 999	37 300
70 000 000 - 79 999 999	37 200
80 000 000 and more	37 200

In 2024 Media Club does not provide agency commission, the Total Guarantee therefore means the net value of the financial obligation to Media Club according to the Commercial Agreement (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 Total Guarantee, it shall be obliged to pay Media Club the occurred difference between the provided invoiced fulfilment and the agreed Total Guarantee.

The Customer is not entitled to increase, without prior written agreement with Media Club, the Total Guarantee above the level agreed in the Commercial Contract. Media Club may provide, upon its own

discretion, the increased part of the Total Guarantee, which is higher than the amount agreed in the Commercial Contract, only if:

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

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

4. Further Media Guarantee

According to the contractually agreed Total Guarantee, the Customer is obliged to allocate a part of the Total Guarantee (hereinafter the "Further Media Guarantee") in sponsoring, product placement or other commercial statements, different from the spot advertising or in commercial statements on Internet servers represented by Media Club s. r. o. or in printed titles issued by FTV Prima, spol. s r. o. (hereinafter the "Further Media").

The minimum obligation of the Further Media Guarantee shall be determined by Media Club according to the hereinabove agreed volume of the Total Guarantee of the Customer in the Commercial Contract:

The Total Guarantee in CZK	Further Media Guarantee	CPP in CZK in case of Non-compliance with the Further Media Guarantee
0 – 1 999 999	5 %	43 700
2 000 000 – 3 999 999	5 %	43 400
4 000 000 – 5 999 999	8 %	42 800
6 000 000 – 7 999 999	8 %	41 800
8 000 000 – 9 999 999	8 %	40 400
10 000 000 - 19 999 999	12 %	40 000
20 000 000 - 29 999 999	12 %	39 000
30 000 000 - 39 999 999	12 %	38 500
40 000 000 - 49 999 999	12 %	38 200
50 000 000 - 59 999 999	15 %	38 100
60 000 000 - 69 999 999	15 %	38 000
70 000 000 - 79 999 999	15 %	37 900
80 000 000 a více	15 %	37 900

Unless expressly agreed otherwise in the Commercial Contract or unless the Customer expressly agreed otherwise with Media Club, the Further Media Guarantee shall be divided in the approximate ratio: 60 % (classic sponsorship, sponsorship – injections, special formats of communication, Product Placement), 35 % (on-line products, HbbTV) and 5 % (print). The precise ratio of division of the Further Media Guarantee shall be determined by Media Club, provided that the real deviation may not exceed the ratio included in the previous sentence by more than five percent.

The Commercial Communication broadcasted through video-spots on internet servers in framework of the Allocation Mode of Media Club Bundle calculated as e-GRP shall not be included in the fulfilment of the Further Media Guarantee.

Radio stations shall be included in Further Media only upon written agreement with Media Club. In case the Customer does not comply with its Further Media Guarantee, then after termination of the term of the Commercial Contract, all GRPs fulfilment shall be recalculated to it according to the Increased CPP for this case, specified in the table hereinabove. The Customer shall be obliged to confirm Media Club the data on compliance or non-compliance of the Further Media Guarantee, upon request of Media Club within 3 working days after delivery of such a request. The Customer shall be obliged to pay Media Club the difference in the price resulting from the recalculation according to the Increased CPP resulting from the table hereinabove, on basis of a correcting tax document (debit note) within 30 days as of its issue.

5. 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), j), k), included in para 5 and according to particular clauses a), b) included in para 6.

a. Seasonal Indexes

Calendar Month	The Amount of the Index
January	0,85
February	1,10
March	1,30
April	1,40
May	1,40
June	1,40
July	0,85
August	1,10
September	1,50
October	1,50
November	1,50
01/-24/12/2024	1,50
25/-31/12/2024	1,10

b. Spotlength 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	1,05	1,30
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

* The tandem spot is an advertising spot of one client, divided in the maximum of three parts placed in one advertising block. The tandem spot may only include promotion of one client.

c. OFF PRIME TIME Index

OPT index applied only to rating points realized in OPT is determined in the amount of 0.95 and the claim of the Customer to use of the index occurs either:

Upon guarantee of placement of at least 30 % of the Total Guarantee of the Customer (in CZK) into OPT in case of the Customer, where the Total Guarantee is in the amount of CZK 9,999,999.00 without VAT

or:

Upon guarantee of placement of at least 40 % of the Total Guarantee of the Customer (in CZK) into OPT in case of the Customer, where the Total Guarantee 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 0.97) 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 % or 15 %)

In case of specific requirements for booking, a surcharge in the amount of 5 % shall be applied for each particular requirement. In case of a specific requirement of the time scheduling of GRPs and Commercial Communications, such as e. g. the precise scheduling of GRPs for each calendar week during the campaign, this surcharge shall be increased to 15 %. Further surcharge of 15 % shall be applied to any further modification of these requirements during the campaign.

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).

j. Surcharge for Late Booking (10 %)

In case the Customer orders campaigns after the term for booking of the campaigns for the given month, determined in the booking system Boost (hereinafter as the “Booking Term”), the surcharge for the late booking of 10 % shall be charged to the campaigns. In case the Customer increases the ordered campaigns after the Booking Term, the surcharge for late booking of 10 % shall be charged for the increased budget.

k. Surcharge for PrimaPREMIUM (10 %)

The surcharge for PrimaPREMIUM of 10 % for a premium programme: own production, introduction of a new programme etc. The programming scheme or the Pricelist of Media Club for the given month shall always specify, which programmes and advertising blocks are included in the category of PrimaPREMIUM.

6. Motivation for Timely Signature, Individual Client Discount

- a) In case the Customer concludes a written Commercial Contract, whereby it shall be obliged to order broadcasting of commercial communications in certain financial volume for the calendar year 2024, until 01/12/2023, at the latest, the OFF PRIME TIME index shall be applied at the level of 0.90 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 2024, until 12/01/2024, at the latest, the OFF PRIME TIME index shall be applied at the level of 0.95 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.

7. 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 for a particular campaign of the Customer shall be decreased by 40 %.

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

Bundle	Monthly Limit	Weekly Limit	Daily Limit
Media Club Bundle	1 000	250	35

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

Length of the Spot in Seconds	The Amount of the Index
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

8. 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 Commercial 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 Commercial 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 a Commercial Contract shall in case of differences prevail over the Pricelist. The Pricelist shall be valid for dissemination of commercial communications in the period from 01/09/2024 and thereafter.

Media Club reserves the right to change the Pricelist.