

## **PRICE LIST for Dissemination of Commercial Communications, Applicable for the Period as of 01/01/2025 (Advertising Spots)**

### **1 General Conditions**

- 1.1 The Price List sets out the Prices for the dissemination of the Commercial Communications on the Television Channels. The list of the Television Channels is available upon request at the Supplier. The Supplier may change this list at any time.
- 1.2 Terms used in this document shall have the same meaning as in the Commercial Terms and Conditions.
- 1.3 **The Prices, Price List CPP and Commitment Volumes** included in this Price List are in CZK without VAT.
- 1.4 The price per GRP rating point (hereinafter referred to as the “Price List CPP”) refers to the Mandatory Target Group.
- 1.5 **Off Prime Time** (hereinafter referred to as “OPT”) shall be defined as any broadcast time outside Prime Time.
- 1.6 **Prime Time** (hereinafter referred to as “PT”) shall be defined as the broadcast time in the period between 5:30 - 11:30 p. m.
- 1.7 The **Secondary Target Groups** are:
  - a) Adults 15+
  - b) Adults 15-54
  - c) Adults 18-69
  - d) Adults 15-35
  - e) Adults 20-45 ABC
  - f) Adults 25-55 ABC
  - g) Adults 25-55 BCD
  - h) Adults 25-55
  - i) Adults 25+
  - j) Families with children 0-14
  - k) Housewives 18+
  - l) Housewives 18-50
  - m) Housewives 25-55

- n) Men 15-35
  - o) Men 15-54
  - p) Men 25-55
  - q) Men 18+
  - r) Women 18+
  - s) Women 15-35
  - t) Women 15-54
  - u) Women 18+ with children 0-14
  - v) Women 25-55
  - w) Women 25-40
- 1.8 The Orderer has the option in the Commercial Agreement to select a maximum of 6 Secondary Target Groups for the dissemination of Commercial Communications in form of Advertising Spots. The scheduling of particular Television Channels for the dissemination of Commercial Communications according to the Campaign Agreement is optimized by the Supplier, considering the required Secondary Target Group, according to the viewership resulting from the Viewer Rating, according to the current performance of the given Television Channels and according to the available capacity for the dissemination of Commercial Communications.
- 1.9 The **Mandatory Target Group** is D 18-69, the people aged 18 to 69, inclusive living in the Czech Republic.

## 2 The Price Coefficients

### I. The Daypart Coefficients

- 2.1 The OPT Coefficient is set at 0.95. The OPT Coefficient shall be applied to GRPs broadcast according to the Campaign Agreement in OPT.
- 2.2 The PT Coefficient is set at 1.10. The PT Coefficient shall be applied to GRPs broadcast according to the Campaign Agreement in PT.
- 2.3 Entitlement to the OPT Coefficient arises under the following conditions:
- a) The Orderer shall be obliged to place **30 % of the GRP Commitment Volume** in **OPT** (applies to Commercial Agreements with the Total Commitment Volume of up to CZK 10 million).
  - b) The Orderer shall be obliged to place **40 % of the GRP Commitment Volume** in **OPT** (applies to Commercial Agreements with the Total Commitment Volume over CZK 10 million inclusive).
- 2.4 In case of increase of the share of:

- a) OPT at 50 % or PT at 70 %, the surcharge of 2 (two) percentage points will be applied to the coefficient (i. e. OPT Coefficient is 0.97 or PT Coefficient is 1.12).

II. The Motivation for Early Signature

2.5 In the event that the Orderer concludes the Commercial Agreement with the Commitment Period for the year 2025 at the latest:

- a) Until 02/12/2024, it will be entitled to the OPT Coefficient of 0.9, upon compliance with the condition of the entitlement to the application of the OPT Coefficient, and the PT Coefficient of 1.05.
- b) Until 13/01/2025, it will be entitled to the OPT Coefficient of 0.95, upon compliance with condition of entitlement to the application of the OPT Coefficient and the PT Coefficient of 1.05.

III. The Length Coefficients

<b>The Time Length of the Spot in Seconds</b>	<b>The Amount of the Coefficient</b>	<b>The Amount of the Coefficient for the Tandem Spot</b>
10 and shorter length of the Spot	0,50	Not available
15	0,77	0,85
20	0,90	1,00
25	1,05	1,25
30	1,10	1,35
35	1,35	1,50
40	1,55	1,70
45	1,70	1,80
50	1,90	2,00
55	2,10	2,20
60	2,20	2,30

#### IV. The Seasonal Coefficients

<b>The Calendar Month / Period</b>	<b>The Time Period</b>	<b>The Amount of the Coefficient</b>
January	Low season	0,90
February	Medium season	1,20
March	High season	1,30
April	High season	1,40
May	High season	1,45
June	High season	1,45
July	Low season	0,90
August	Medium season	1,20
September	High season	1,50
October	High season	1,50
November	High season	1,50
01/–24/12/2025	High season	1,50
25/–31/12/2025	Medium season	1,10

#### V. The GRPs Commitment Volume Allocation

- 2.6 The GRPs Commitment Volume Allocation is an obligation of the Orderer agreed in the Commercial Agreement with the Total Commitment Volume of more than CZK 10 million determining the distribution of the GRP Commitment Volume into particular months or periods according to the Commitment Period. The Supplier is not obliged to accept Orders for a given month or period beyond the GRPs Commitment Volume Allocation agreed in the Commercial Agreement.

### **3 The Surcharges and Discounts**

#### **3.1 The Position Surcharge (10 %)**

The Client CPP surcharge in the amount of 10 % to the Advertising Spot placed in the requested position in the Advertising Block.

#### **3.2 The Alliance Surcharge (5 %)**

The Client CPP surcharge in the amount of 5 % for each further Orderer, Product or Brand in the Alliance Spot.

#### **3.3 The Booking Surcharge (5 % or 15 %)**

The Client CPP surcharge of 5 % for each particular specific request for booking of the Advertising Spots. In case of a specific request for the distribution of the Commercial Communication over time, such as the exact GRP allocation for a certain calendar week during the Advertising Campaign, this surcharge is increased to 15 %. Any further modification of these requirements during the Advertising Campaign shall subject to the additional Booking Surcharge of 15 %.

#### **3.4 The Unsettled Music Rights Surcharge (0.5 %)**

The Client CPP surcharge of 0.5 % shall be charged in case the Client does not prove, within the deadline for delivery of Materials for broadcasting that: a) the Advertising Spot does not contain any sound recording issued for commercial purposes (§ 72, paragraph 2 of the Copyright Act) and at the same time b) the Orderer itself obtained and settled all the necessary usage rights for the musical works/recordings/artistic performances contained in the Advertising Spot, including proving the exclusion of the effects of a collective agreement in case of extended collective administration (§ 97e of the Copyright Act).

#### **3.5 The Late Booking Surcharge (10 %)**

In case the Orderer sends Orders for the dissemination of Commercial Communications for Advertising Spots after the Term for Orders Submission specified by the Supplier, the Late Booking Surcharge of 10 % shall apply to the Client CPP. In case the Orderer increases the Resulting Price of the Campaign Agreement after the Term for Orders Submission, the Late Booking Surcharge of 10 % shall be applied to the increased Resulting Price.

#### **3.6 The Prima PREMIUM Surcharge (10 %)**

The Client CPP surcharge of 10 % for placement of the Advertising Spot for a Prima PREMIUM program: own-created programmes, launch of a new programme, etc. The Supplier's programming schedule for a calendar month or period will always specify, which Television Programmes and Advertising Blocks are Prima PREMIUM.

#### **3.7 The Super Break Surcharge (25 %)**

In the case of placement of the Advertising Spot in the Super Break on Prima Television Channel, the surcharge of 25 % will be applied to the Client CPP.

#### **3.8 The Individual Client Discount**

Individual client discount is the difference between the Price List CPP and the Client CPP agreed in the Commercial Agreement.

#### 4 The Price List CPP and the OMC Commitment Volume

4.1 The Price List CPP in the Mandatory Target Group D 18-69 for particular levels of the Total Commitment Volume of the Orderer and the corresponding obligation of the OMC Commitment Volume according to the Commercial Agreement is determined as follows:

The Total Commitment Volume	The Price List CPP with the OMC Commitment Volume	The OMC Commitment Volume of the Total Commitment Volume	The Price List CPP in Case of Lower OMC Commitment Volume
0 – 1 999 999	49 000	5 %	49 800
2 000 000 – 3 999 999	48 700	5 %	49 500
4 000 000 – 5 999 999	48 400	8 %	49 200
6 000 000 – 7 999 999	47 300	8 %	48 100
8 000 000 – 9 999 999	46 100	8 %	46 900
10 000 000 – 19 999 999	45 600	12 %	46 400
20 000 000 – 29 999 999	44 800	12 %	45 600
30 000 000 – 39 999 999	44 200	12 %	45 000
40 000 000 – 49 999 999	43 900	12 %	44 700
50 000 000 – 59 999 999	43 800	15 %	44 600

4.2 According to the Total Commitment Volume of the Commercial Agreement, the Orderer shall be obliged to allocate a part of the Total Commitment Volume to OMC (hereinafter referred to as the “**OMC Commitment Volume**”).

4.3 The OMC Commitment Volume is divided in the ratio: 60 % (dissemination of the Commercial Communication in the form of Sponsorship or Product Placement on the Television Channels), 35 % (dissemination of the Commercial Communication on the Servers and in the form of HbbTV) and 5 % (dissemination of the Commercial Communication in the Print Media). The real deviation of the distribution of the OMC Commitment Volume may not exceed the ratios specified in the previous sentence by five percentage points.

4.4 The price for programmatic advertising is not included in the OMC Commitment Volume.

## **5 The Price for Dissemination of the Commercial Communication according to the Campaign Agreement**

- 5.1 The Resulting Price for the dissemination of the Commercial Communication is calculated on basis of the Price List CPP for GRP, to which the relevant price coefficient or surcharge and the relevant discount are applied; all as determined in this Price List.

## **6 Purchase of Particular Television Channels**

- 6.1 The distribution and placement of Commercial Communications on particular Television Channels is determined by the Supplier at its discretion (according to Article 3 of the Commercial Terms and Conditions).
- 6.2 Dissemination of Advertising Spots, limited to a maximum of 3 specified Television Channels may be agreed in the Agreement, only for the Price List CPP according to this Price List. The discount from the Price List CPP for these cases is provided only to the extent specified in the table below.

The Number of the Specified Television Channels, which the Dissemination of the Commercial Communications is Restricted to	The Amount of the Discount from the Price List CPP
2	3 %
3	5 %

- 6.3 Further discount shall not be provided.

## **7 GRP Limits for Campaign Agreements**

- 7.1 The Supplier reserves the right to refuse to conclude the Campaign Agreement or not to provide fulfilment according to the Campaign Agreement exceeding the following GRP Limits. In case of multiple Campaign Agreements of one Orderer, which in total exceed the specified limits, these limits for each Orderer Campaign Agreement are reduced by 40 %. Failure to provide performance above the GRP Limits is not a breach of the Campaign Agreement.
- 7.2 The Limits are set for a particular Orderer, an individual Campaign Agreement and for the duration of an Advertising Spot of 30 seconds, according to the following table, provided that
- a) A month shall mean 1 calendar month,
  - b) A week shall mean 7 calendar days (even intermittently),
  - c) A day shall mean 1 calendar day.

<b>The Campaign Agreement</b>	<b>Monthly Limit</b>	<b>Weekly Limit</b>	<b>Daily Limit</b>
	810	190	27

- 7.3 For purposes of recalculation of the GRP Limits in case of a different time length of the Advertising Spot than 30 seconds, the Supplier applies the following coefficients:

<b>Time Length of the Spot in Seconds</b>	<b>Amount of the Coefficient</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

**8 Sales for Another Mandatory Target Group than D 18-69 (hereinafter referred to as “TRP Sales”)**

- 8.1 The Orderer may agree with the Supplier in the Commercial Agreement the dissemination of the Commercial Communication for another Mandatory Target Group than D 18-69. In this case, it is the TRP Sales. As regards the TRP Sales, the Orderer may select a Secondary Target Group listed in the Price List.
- 8.2 In case of the TRP Sales, the dissemination of the Commercial Communications is planned on part of the Supplier, provided that the Supplier will, at its discretion, allocate TRP on the Television Channels according to their viewership in particular the Secondary Target Groups resulting from Viewer Rating.
- 8.3 As regards the TRP Sales, the GRP Limits and the Price List CPP for the Agreements according to this Price List, recalculated according to the coefficients for the Secondary Target Groups, shall apply. The coefficients for particular Secondary Target Groups are available at the Supplier.



## **9 Non-compliance with Obligations to the Commitment Volume and Other Obligations from the Commercial Agreement (so-called recalculation)**

- 9.1 In case that the Orderer does not properly comply with its commitment on the Total Commitment Volume or further obligations from the Commercial Agreement, the Supplier has the right to recalculate the Resulting Price and charge the contractual penalties in accordance with Article 10 of the Commercial Terms and Conditions.

## **10 The Confidentiality**

- 10.1 The Orderer is not entitled to disclose any Confidential Information or trade secrets or any part thereof to any third party without the consent of the Supplier. However, if the Orderer is provided with a consent by the Supplier, the Orderer is not entitled to provide or make this information available to a given third party before it proves to the Supplier that it has bound this third party to confidentiality at least to the same extent and under the equally high contractual penalty. For each case of breach of the obligation according to this paragraph, the Orderer is obliged to pay, upon request of the Supplier, the contractual penalty in the amount of 10 % of the agreed Total Commitment Volume, and if it is not agreed, then in the amount of CZK 500,000.
- 10.2 In case of any discrepancies, the provisions included directly in the Commercial Agreement shall prevail over the Price List. This Price List shall be valid for the dissemination of Commercial Communications on the Television Channels in the period as of 01/01/2025 and later.

The Supplier reserves the right to change this Price List.