

**SPECIAL CONTRACTUAL COMMERCIAL TERMS FOR COMMERCIAL CONTRACTS**

**I. The Subject of Regulation**

- 1) These Special Contractual Commercial Terms for Commercial Contracts regulate some definitions and obligations from Commercial Contracts concluded between FTV Prima spol. s r.o. (hereinafter only as the “Supplier”) and the Customer.
- 2) In case these Special Contractual Commercial Terms do not specify differently, the other Commercial Terms shall apply to Commercial Contracts.

**II. Definitions**

- 1) **“Alliance Surcharge”** shall mean the obligation of the Supplier to charge, at alliance spots (promotion of two and more clients in framework of one advertising spot), a surcharge to the price of such spots in the amount of the percentage specified therein of the price of such spots, only up to such amount of the total guarantee, which corresponds to the financial specification of the percentage of the total guarantee included therein.
- 2) **“Bonus Guaranteed GRP” or „OVD G”** shall mean the percentage specification of the share of bonus GRP guaranteed by the Supplier from the total volume of rating points ordered by the Customer. The Supplier reserves the right to determine all the circumstances of delivery of these GRP according to its needs and possibilities in framework of the Guaranteed Period.
- 3) **“Bonus Non-Guaranteed GRP” or „OVD N”** shall mean the percentage specification of the share of bonus GRP, but not guaranteed by the Supplier from the total volume of rating points ordered by the Customer. Considering the circumstance, that these bonus GRPs mean undemandable part of the fulfilment, the Supplier reserves the right to determine all the circumstances of delivery of these GRP according to its needs and possibilities in framework of the Guaranteed Period and it is not obliged to deliver such GRP at all or partially.
- 4) **“Electronic System”** shall mean Internet interface of the electronic enquiry system of the Supplier for the Advertising Space, which the Supplier provided the Customer with the access to, for purposes of advertising fulfilment purchase.
- 5) **“Total Guarantee”** shall mean the amount of the advertising fulfilment specified in CZK without VAT, which the Customer shall be obliged to invest in Purchase of Advertising Fulfilment according to a Commercial Contract. Depending on media type, which it relates to, the Total Guarantee in a Commercial Contract shall be denominated as the Total TV Guarantee, or Total Internet Guarantee. The total guarantee for the given media type is not part of the

Total Guarantee for another media type (e. g. Total Internet Guarantee is not part of the Total TV Guarantee). The Customer is not entitled, without a prior written agreement with the Supplier, to order advertising fulfilment exceeding the Total Guarantee agreed in the Commercial Contract. The Supplier shall only provide the advertising fulfilment exceeding the Total Guarantee agreed in the Commercial Contract, if:

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

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

- 6) **“Further Media Guarantee”** shall mean the minimum amount of sums specified in CZK without VAT, which the Customer shall be obliged to pay as contributions to broadcasting of programmes of the Supplier in sense of the legal definition of programme/s sponsoring and/or in form of product placement in compliance with the provision of § 53a (2) (a) of the ARTB and/or for purchase of commercial communications at websites operated by FTV Prima and/or purchase of commercial communications in printed media operated by FTV Prima and/or purchase of commercial communications in form of HbbTV. The ratio of further media is determined in the Pricelist of the Supplier, unless such ratio is agreed differently in the Commercial Contract, the Customer shall be obliged to comply with this ratio, unless it agrees otherwise with the Supplier. The Further Media Guarantee shall be the part of the Total Guarantee.
- 7) **“Channel Group Guarantee”** shall mean the obligation of the Customer to purchase advertising fulfilment according to a Commercial Contract in particular TV programmes operated by the Supplier in the ratio determined by the valid and effective pricelist of the Supplier and according to a Commercial Contract. “Deviations” according to a Commercial Contract shall mean deviations of the Channel Group Guarantee according to a Commercial Contract in the ratio of TV programmes determined by the valid and effective pricelist of the Supplier, provided that the deviation is specified in percentage points and the sum of deviations according to particular items equals to zero. Channel Group Guarantee is the part of the Total Guarantee. Conditions and the permissible extent of changes in ratio of TV channels in the pricelist, which the Supplier may make during the guaranteed period, are described in the pricelist valid and effective upon the day of conclusion of the Commercial Contract. The Customer agrees with these conditions and the permissible extent.
- 8) **“Low Season Guarantee”** shall mean the minimum amount of the sum specified in CZK without VAT, which the Customer shall be obliged to pay for Purchase of Advertising Fulfilment in the period of January, February, July, August and in the period from 25th to 31st December. The Low Season Guarantee shall be the part of the Total Guarantee.
- 9) **“Guaranteed Period”** shall be a period, when the Customer is obliged to purchase advertising fulfilment according to a Commercial Contract, and eventually also a period before conclusion of a Commercial Contract, for which the purchases of advertising fulfilment on part of the Customer shall be considered to be Purchases of advertising fulfilment according to a Commercial Contract. Unless agreed otherwise, all the guarantees of the Customers shall relate to the Guaranteed Fulfilment. Depending on the related media type, the Guaranteed

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

- 10) **“Off Prime Index”** shall mean the obligation of the Supplier, if commercial communications broadcasted in time from 11:30 p.m. to 5:30 p.m. are concerned, the Off Prime Index in relation to the Client CPP or the New Bizz CPP shall apply. In case Off Prime time is specified for a particular TV Programme in the Pricelist differently, the Off Prime specification in the Pricelist shall apply.
- 11) **“Prime Time Index”** shall mean the obligation of the Supplier, if commercial communications broadcasted in time from 5:30 p.m. to 11:30 p.m. are concerned, the Prime Time Index in relation to the Client CPP or the New Bizz CPP shall apply. In case Off Prime time is specified for a particular TV Programme in the Pricelist differently, the Prime Time specification in the Pricelist shall apply.
- 12) **“Target Group Indexes”** shall mean the obligation of the Supplier to apply indexes for recalculation of the price according to the target group, in which the Customer orders rating points according to the Commercial Contract, in relation to Client CPP or to New Bizz CPP or the Base Price, if case CPP is not included in the Commercial Contract. The amount of target group indexes shall be regulated by the pricelist of the Supplier valid and effective on the day of acceptance of the order.
- 13) **“Footage Cumulating”** shall mean the obligation of the Supplier, if the Customer orders an advertising spot divided in two separate parts placed together in one advertising block, to charge the price corresponding to the value of one spot in the length equalling to the sum of footages of such placed parts of the spot, only in case of such cumulated spots, the footage of which equals or is shorter than the one specified therein and only up to the amount of the Total Guarantee, which corresponds to financial specification of the percentage of the Total Guarantee specified therein.
- 14) **“Maturity Period”** shall mean the period, when the Customer is obliged to pay to the Supplier for the fulfilment provided to the Customer according to a Commercial Contract, which is specified in number of calendar days as of date of occurrence of a taxable event included in an invoice – the tax document issued by the Supplier. A date of occurrence of a taxable event shall mean the last day of provision of partial fulfilment according to a Commercial Contract.
- 15) **“Offer”** shall mean a proposal of the Supplier or the Customer to conclusion of a Commercial Contract.
- 16) **“Purchase of Advertising Fulfilment”** shall mean conclusion of a respective contract on broadcasting of advertising or sponsorship or product placement or other type of commercial communication in TV broadcasting or on dissemination of commercial communication in the Internet, between the Supplier and the Customer, provided that a title to payment of the agreed price (or a sponsorship contribution) shall incur to the Supplier.
- 17) **“The Purchase Target Group”** shall mean the target group, where the Customer is obliged to purchase GRP or TRP.
- 18) **“Commercial Contract”** shall be a contract regulating conditions for dissemination of commercial communications in TV programmes or other media operated by the Supplier, whereby the Customer shall be obliged to purchase, through conclusion of particular Campaign Contracts, commercial communications in certain minimum amount for a determined period.
- 19) **“Commercial Terms”** shall mean these Special Contractual Commercial Terms for Commercial Contracts and further the valid and effective commercial terms issued by the Supplier for

dissemination of commercial communications in the given media type. The "Pricelist" shall mean the valid and effective pricelist of the Supplier applicable to the given media type. The Commercial Terms and pricelist are the integral part of a Commercial Contract, but they are not attached thereto due to technical reasons.

- 20) **"Order"** shall mean proposal of the Customer to conclusion of a Campaign Contract, exclusively relating to TV Channels and commercial statements in form of Spots, not including sponsorship, made in the way according to these Special Contractual Commercial Terms.
- 21) **"Off-prime Guarantee"** shall mean a percentage specification of such a share of the total guarantee decreased by a sponsorship and product placement guarantee, which the Customer is obliged to purchase in off-prime. Off-prime shall mean any time band with exclusion of the time band from 5.30 p.m. to 11.00 p.a. The guarantee of placement of the fulfilment in Off-prime is binding for the Customer and the Customer is obliged to comply with the placement of the commercial communications according to the Guarantee for each campaign/order, unless it expressly agrees otherwise with the Supplier.
- 22) **"Planning on Part of the Supplier"** shall mean the percentage specification of such a share of the total volume of rating points ordered by the Customer according to a Commercial Contract, where the placement only subjects to options of the Supplier. The Supplier shall endeavour to such placement, which shall be in compliance with the overall nature of the respective campaign.
- 23) **"Position Surcharge"** shall mean the obligation of the Supplier to charge, at the percentage of spots specified therein or at a differently specified volume of spots, placed by the Customer to the first, the second, the penultimate, the last or another position in an advertising block, the surcharge to the price of such spots in the amount corresponding to the percentage specified therein of the price of such spots, provided that the Customer is obliged to place the spots with the advantaged position surcharge proportionally compared to the Pricelist in the affected period.
- 24) **"PT/OPT Index"** shall mean the obligation of the Supplier, in case that planning on part of the Supplier is 100 %, to apply PT/OPT Index for recalculation of the price as regards campaigns, which are planned on part of the Supplier, in relation to the Client CPP or the New Bizz CPP or the Base Price, in case CPP is not included in the Commercial Contract. The amount of PT/OPT Index shall be regulated by the pricelist of the Supplier valid and effective on the day of order acceptance, unless there is agreed otherwise in the PT/OPT Index.
- 25) **"Seasonal Indexes"** shall be mean the obligation of the Supplier to apply indexes for recalculation of the price according to the season, when the rating point is broadcasted, in relation to the Client CPP, or to the New Biz CPP or to the Base Price, if CPP is not specified in the Commercial Contract. The number of seasonal indexes shall be regulated by the pricelist of the Supplier, valid and effective on the day of acceptance of the order.
- 26) **"Base Price Discounts"** shall mean the obligation of the Supplier to provide the Customer, on basis of the respective guarantees according to a Commercial Contract, with discounts from the Base Price in the amount specified by percentage of the Base Price. The "Total Discount" shall mean the percentage calculated as a sum of all percentages included in the particular items of Base Price Discounts. "Client CPP" shall mean the Base Price adjusted by the Total Discount, specified in CZK without VAT, which the Supplier shall be obliged to charge to the Customer for a rating point, footage of 30 seconds, within the period and the target group specified in the Commercial Contract. In case of any dispute, the information on Client CPP shall prevail over the information discounts specified in percentages.

- 27) **“New Bizz Discount”** shall mean a Client CPP discount or a Base Price discount provided to the Customer, who did not purchase advertising performance at the Supplier during the last fourteen months before conclusion of the Commercial Contract for itself or for a particular Client. The discount is agreed as a fixed amount or by a percentage, either through a special provision in the Commercial Contract or by its considering in framework of an Individual Discount. The New Bizz Discount only applies to advertising performance up to the amount of, or for the period included in, the Commercial Contract, whichever of the mentioned circumstances occurs earlier.
- 28) **“Total Guarantee Contractual Penalty”** shall mean the obligation of the Customer, in case of breach of the obligation of the total guarantee (TV or Internet or print), to pay a contractual penalty to the Supplier in the amount of a difference of the given Total Guarantee and the price of the actually purchased advertising performance without VAT, unless the Contracting Parties agree the contractual penalty in a different amount in the Commercial Contract. This contractual penalty is due within 15 calendar days as of the last day of the Guaranteed Period. The Parties may, for purposes of cases of breach of the obligation of the Customer to comply with the Total Guarantee, agree on a tolerance level in a special provision in the Commercial Contract, expressed as a percentage of the given Total Guarantee, provided that its compliance shall result in the fact, that the right to payment of the Contractual Penalty of the Total Guarantee shall not incur to the Supplier.
- 29) **“Campaign Contract”** shall mean a contract on purchase of the advertising fulfilment exclusively relating to TV channels and commercial statements in form of Spots (not including sponsorship), concluded on basis of and under the terms of a Commercial Contract and Commercial Terms.
- 30) **“Footage Index”** shall mean the obligation of the Supplier to apply indexes for recalculation of the price for other footages of the spot than 30 seconds, in relation to the Client CPP or the New Bizz CPP or to the Base Price, unless CPP is not included in the Commercial Contract. The amount of footage indexes shall be regulated by the pricelist of the Supplier valid and effective on the day of acceptance of the order, unless it is agreed otherwise in the footage index for the footages of spots specified therein.
- 31) **“Technical Conditions”** shall mean the valid and effective Technical Conditions for Production of Advertising Spots, Sponsorship Messages and Teleshopping Intended for Dispatch to the Distribution Network of TV Prima. The Technical Conditions are the integral part of a Commercial Contract, but they are not attached thereto due to technical reasons.
- 32) **“TV Bundle”** shall mean the mode of division in particular TV programmes, which the Customer chooses and which is binding for it.
- 33) **“Resulting Price”** shall mean a price of a partial fulfilment provided according to the respective particular order to particular campaigns according to a Commercial Contract adjusted by contractual and pricelist surcharges and deductions.
- 34) **“Base Price”** shall mean the price specified in CZK without VAT, which results from the Pricelist in relation to the Total TV Guarantee.

### III. The Process and Form of Conclusion of Commercial Contracts

- 1)** Commercial Contracts shall be concluded on basis of an Offer made by the Supplier upon acceptance of a written offer of the Commercial Contract:
  - (a) The Supplier shall send a written Offer to the Customer in order to conclude the Commercial Contract, signed by authorized representatives of the Supplier (including also scan of the Offer signed by authorized representatives of the Supplier sent via e-mail). Signature of a person authorized by the Supplier to sign the Offer may also be replaced by electronic, mechanic or other technical means (e. g. a pre-printed signature or a signature facsimile).
  - (b) 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).
  - (c) The Commercial Contract is concluded upon acceptance of the Offer on part of the Customer. Acceptance may only be done without any amendments or deviations, otherwise it is considered to be a counteroffer to the Commercial Contract. The Offer is accepted by any of the following ways:
    - 1) Upon its signature by authorized representatives of the Customer and delivery to the Supplier in the original or in a scanned copy from the authorized e-mail address or other e-mail addresses of the Customer, or
    - 2) Tacitly (e. g. by making of first Order according to the Offer in another way approved by the Supplier).
- 2)** The Offer or acceptance of the Offer or confirmation of conclusion of a Commercial Contract is made by persons authorized thereto by the Customer or the Supplier or by persons acting through an authorized e-mail address. The Supplier may publish the list of persons authorized by it in this way at its websites.
- 3)** Inscriptions, deletions or other changes of the text of the Commercial Contract, with exception for addition of the details of the person concluding the contract on behalf of the Customer, may only be made under the condition of their written acceptance by both the parties, specification of date of the made change and valid signatures of representatives of both the contracting parties at such a change or by conclusion of a written amendment to the Commercial Contract. Other changes in the text are not considered.
- 4)** After conclusion of the Commercial Contract (regardless of the way of its conclusion), 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).
- 5)** On basis of the concluded Commercial Contract, the Client is obliged to purchase advertising fulfilment of the Supplier in certain minimum value for certain period.



**6)** The Customer shall purchase the advertising fulfilment through an Order in a Form of the Supplier:

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

**7)** In the Spotlist, which will be attached for confirmation of the Order, scheduling of the advertising fulfilment in the Advertising Space shall be included. Final placement of the advertising fulfilment in the Advertising Space may nonetheless differ from the scheduling included in the mentioned Spotlist, when the Supplier reserves the right to place up to 20 % of the volume of the advertising fulfilment in Spots (not including sponsoring) in the Advertising Space, differently from scheduling included in the Spotlist, according to its own choice, considering the actual free space in the Advertising Space.

**8)** The Customer is obliged to send the Order to the Supplier within the Term for Acceptance of the Order. The Supplier is not obliged to consider any Order sent after lapse of the Term for Acceptance of the Order. In case the Supplier is interested in acceptance of the Order made after lapse of the Term for Acceptance of the Order, in order the Order is accepted by sending of information on acceptance of the Order via e-mail.

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

- 1)** If the Customer does not fulfil the Total Guarantee and no Total Guarantee Contractual Penalty is agreed for such a case, Art. IV para 25 of the Contractual Commercial Terms for Contracts on Broadcasting of Commercial Communications on Channels of FTV Prima shall apply.
- 2)** If the Customer does not fulfil the Off Prime Guarantee, it loses the right to the Off Prime Discount. In such a case, the Supplier is entitled to additionally backwardly charge the price without this discount to the Customer. The additional charging shall be made in form of a corrective tax document issued by the Supplier upon the last day of the guaranteed period

according to this Contract. The amount of the surcharge of the price according to the corrective tax document shall be due within 15 days as of the date of its issue.

- 3) If the Customer does not fulfil the Channel Group Guarantee, the Supplier is entitled to charge a lump sum surcharge to the Customer to the price of the purchased advertising fulfilment, the amount of which is determined as a difference of guarantees for channels, with exception for Prima and the actually purchased advertising fulfilment in these channels (the difference is calculated in CZK without VAT). This surcharge is due on basis of a corrective tax document issued by the Supplier upon the last day of the guaranteed period according to this Contract and the amount according to the corrective tax document shall be due within 15 days as of the date of issue of the document.
- 4) In case the Customer does not fulfil any of the further guarantees agreed in the Commercial Contract, **other than those specified in para 1, 2 and 3 hereinabove**, to which a particular discount is assigned, the Customer loses the right to the respective discount according to the Commercial Contract. The Supplier is, in such a case, entitled to additionally charge the price without such a discount. The additional charging shall be made in form of a repeated tax document issued by the Supplier on the last day of the guaranteed period according to this Contract. The amount of the balance payment of the price according to the corrective tax document shall be due within 15 days as of the date of its issue.
- 5) In case the Customer does not fulfil any of the further guarantees agreed in the Commercial Contract, **other than those specified in para 1, 2 and 3 hereinabove**, to which a particular discount is assigned, the Supplier is entitled to additionally charge the contractual penalty to the Customer in the amount of 35 % of the financial difference of the particular Further Guarantee and the actually realized performance according to the definition of the Further Guarantee (the difference is calculated from prices in CZK without VAT).

#### V. Payment and Further Provisions

- 1) The Customer shall pay the price to the Supplier charged in compliance with the Commercial Contract. The price of the provided fulfilment according to the respective particular order for particular campaigns according to the Commercial Contract, adjusted by contractual and pricelist surcharges and deductions, shall be denominated as the **Resulting Price**. The Resulting Price shall be the base for charged VAT fulfilment, taxable in the VAT rate in the legal amount.
- 2) The Supplier shall specify all the decisive details in the invoice (the price, surcharges and discounts, the base for VAT calculation, VAT rate, VAT amount, etc.). The Customer is obliged to pay within lapse of the **Maturity Period**. The price shall be considered to be paid upon the day of crediting of the monetary amount to the account of the Supplier.



## VI. Concepts and Definitions, Obligations of the Parties

- 1) The concepts used in a Commercial Contract shall have the meaning according to definitions included in Art. II. of these Special Contractual Commercial Terms for Commercial Contracts and the Pricelist.
- 2) If any of the concepts is defined so that an obligation of the Customer or a right of the Supplier are concerned, assignment of such a particularizing detail to such a concept in the Commercial Contract shall mean that the Customer shall have such an obligation in respect to the Supplier. If any of the concepts is defined so that an obligation of the Supplier or a right of the Customer are concerned, assignment of such a particularizing detail to such a concept in the Commercial Contract shall mean that the Supplier shall have such an obligation in respect to the Customer.
- 3) These Special Contractual Commercial Terms are the part of the Commercial Contracts, which will become effective as of 01/01/2023.

Prague, on 30/11/2023

FTV Prima, spol. s r. o  
Ing. Marek Singer, Company Executive  
Ing. Josef Stránský, Company Executive