

AMENDMENT

**TO THE GENERAL TERMS AND CONDITIONS OF PROMOTION ON TV CHANNELS NOVA
AND ON TV CHANNELS OF OTHER PROVIDERS,**

TO THE PRICING TERMS AND CONDITIONS OF PROMOTION ON TV CHANNELS NOVA

AND

**TO THE GENERAL AND PRICING TERMS AND CONDITIONS OF INTERNET
ADVERTISEMENT**

SETTING OUT

**THE GENERAL AND PRICING TERMS AND CONDITIONS OF PROMOTION ON AMC
CHANNELS**

5th February 2018

PREAMBLE

The subject of this amendment (hereinafter referred to as "**Amendment**") to (i) the General Terms and Conditions of Promotion on TV Channels Nova and on TV Channels of Other Providers, (ii) the Pricing Terms and Conditions of Promotion on TV Channels Nova and (iii) the General and Pricing Terms and Conditions of Internet Advertisement (documents under points (i) to (iii) hereinafter referred to as "**Terms and Conditions**") are the general terms and conditions concerning the procurement of the broadcasting of a Promotion on AMC Channels (as defined below) and the changes of the Terms and Conditions reflecting the fact that the Provider will, with effect from 5th February 2018, include the AMC Channels into its offering, whereby the Advertisers will be provided with a new opportunity to place Promotion on these TV channels, on the basis of the terms and conditions stated in this Amendment and the Terms and Conditions as amended by this Amendment.

All terms beginning with capital letters, used in this Amendment and not defined herein, shall have the meaning stated in the Terms and Conditions.

This Amendment is effective from 5th February 2018 and modifies the corresponding provisions of the Terms and Conditions in the extent stated herein:

1. AMENDMENT TO THE GENERAL TERMS AND CONDITIONS

1.1 The General Terms and Conditions shall apply to the purchase of Promotion on AMC Channels in their full extent, unless expressly stated otherwise herein and for this purpose AMC Channels shall be considered TV Rating Channels. The following provisions of the General Terms and Conditions shall not apply to purchase of Promotion on AMC Channels: Part 2 Sections E and G; Part 5.

Amendment to Part 1, Definitions

1.2 The following definitions are added to Article 1.1. (Definitions) of the General Terms and Conditions:

"**AMC**" shall mean AMC Networks Central Europe s.r.o., ID No. 27112501, with its registered seat at Prague 8 - Karlín, Poblěžní 620/3, Postal Code 186 00, registered with the Commercial Register maintained by the City Court in Prague, Section C, Insert No. 97155;

"**AMC Channels**" shall mean the television broadcast of the following GRP measured programs operated by AMC in the Czech Republic: Minimax, Sport 1, Sport 2, Spektrum, Film +;

"**Film +**" shall mean a television broadcast of Film + program in the Czech Republic operated by AMC;

"**Minimax**" shall mean a television broadcast of Minimax program in the Czech Republic operated by AMC;

"**Sport 1**" shall mean a television broadcast of Sport 1 program in the Czech Republic operated by AMC;

"**Sport 2**" shall mean a television broadcast of Sport 2 program in the Czech Republic operated by AMC;

"**Spektrum**" shall mean a television broadcast of Spektrum program in the Czech Republic operated by AMC.

- 1.3 For the purpose of placing Promotion on AMC Channels the below listed definitions in Article 1.1. (Definitions) of the General Terms and Conditions shall be expanded as follows:

Definition of "**Program**" shall be expanded so as to cover also sequences of moving pictures with or without sound, the content, form and function of which forms a closed unit of television broadcasting and represents a separate item of television broadcasting, produced by or for AMC for the purpose of the broadcasting thereof on AMC Channels;

Definition of "**Sponsorship Contributions Price List**" shall be expanded so as to cover also a price list stipulating, in particular, the Price of Sponsorship Contribution provided for the financing of a particular program of AMC. The Sponsorship Contributions Price List shall be issued by the Provider and a current version thereof shall be available at the Provider's registered office and on the Provider's website;

Definition of "**Sponsorship Spot**" shall be expanded so as to cover also an audiovisual or (as the case may be) visual sponsorship message by means of which AMC, in compliance with Section 53 of the Act on Operation of Radio and Television Broadcasting, informs a viewer about a sponsored program.

Amendment to Part 4, General Provisions for Production and Delivery of Spots for the Purposes of their Broadcasting

- 1.4 The following sentence shall be added at the end of Article 4.5:

"Notwithstanding the previous sentence in this Article 4.5, with respect to the Spots to be broadcasted on AMC Channels, the Advertiser shall supply the Provider with the carriers containing the Spots and the Spots Broadcasting Schedule, which must comply with the Specific Order, no later than seven (7) working days prior to the first broadcasting of the Spot pursuant to the given Specific Order and the Spots Broadcasting Schedule."

- 1.5 The following sentence shall be added at the end of Article 4.11:

"Notwithstanding the previous sentences in this Article 4.11, with respect to the Spots to be broadcasted on AMC Channels, both deadlines of five (5) working days stated in this Article 4.11 shall be extended to seven (7) working days."

Amendment to Part 6, Other Conditions of Promotion

- 1.6 For the purposes of calculating the contract fee pursuant to Article 6.7 of the General Terms and Conditions, the volume of Promotion purchased by the Advertiser for placement on AMC Channels as well as the volume of Promotion actually placed on AMC Channels shall be disregarded.
- 1.7 For the purpose of placing Promotion on AMC Channels the interruption of the broadcasting of the Promotion due to the fulfilment of AMC's obligations arising under the generally binding legal regulations shall not be deemed the Provider's faulty performance.
- 1.8 For the purpose of placing Promotion on AMC Channels, the events beyond the Provider's control stated in Article 6.10 of the General Terms and Conditions shall also include observance of legal regulations and the

license conditions by AMC, including observance of statutory obligations such as providing information to the public and any other similar events.

1.9 The following sentence shall be added at the end of Article 6.10:

"In the event that the Provider fails to fulfil its obligation to broadcast a Spot on an AMC Channel due to any reasons on the side of AMC, the Provider will be entitled to broadcast the Spot on any other TV Rating Channel chosen at its sole discretion."

1.10 The Provider shall be entitled, at its sole discretion, to provide the Confidential Information related to the placement of Promotion on AMC Channels to AMC.

2. AMENDMENT TO THE PRICING TERMS AND CONDITIONS

2.1 The Pricing Terms and Conditions shall apply to the purchase of Promotion on AMC Channels in their full extent, unless expressly stated otherwise herein and for this purpose, the AMC Channels shall be considered TV Rating Channels. The following provisions of the Pricing Terms and Conditions shall not apply to the purchase of Promotion on AMC Channels: Article 2.34, Part 4, Part 5.

2.2 The Price of Advertising Spots placed on AMC Channels shall be determined pursuant to Part 2 of the Pricing Conditions as amended by this Amendment, unless expressly stated otherwise in this Amendment.

Amendment to Part 1, Definitions

2.3 The following definitions are added to Article 1.1. (Definitions) of the Pricing Terms and Conditions:

"**Affinity Index**" shall equal to 3.5. The purpose of the Affinity Index is better targeting of children viewers. The Provider shall be entitled to change value of the Affinity Index depending on a significant change in the audience structure of relevant TV Rating Channels; whereas the Provider shall be entitled to adopt such change not more frequently than once in a calendar quarter. The Provider shall be obliged to inform the Advertiser in writing of any such change of the Affinity Index;

"**Distribution Ratio Extended Channel Mix**" shall mean the anticipated distribution of Gross Rating Points which shall be delivered by the Advertising Spots purchased by the Advertiser by means of the relevant Binding Order on TV Rating Channels in the following ratio: (i) AMC Channels 2% Gross Rating Points, (ii) TV NOVA 74% Gross Rating Points, (iii) TV NOVA CINEMA 12% Gross Rating Points, and (iii) TV NOVA ACTION together with TV NOVA 2 and TV NOVA GOLD and TV MARKÍZA INTERNATIONAL 12% Gross Rating Points or in another ratio which shall be due to changes of the audience share ratio of individual TV Rating Channels and/or due to changes of the list of offered TV Rating Channels communicated by the Provider to the Advertiser before the conclusion of the Specific Order and stated in the Specific Order;

"**Distribution Ratio Kids Channel Mix**" shall mean the anticipated distribution of Target Rating Points which shall be delivered by the Advertising Spots purchased by the Advertiser by means of the relevant Binding Order on TV Rating Channels in the following ratio: (i) Minimax 60% Target Rating Points, (ii) Advertising Breaks selected by the Provider on TV NOVA 4% Target Rating Points and (iii) Advertising Breaks selected by the Provider on TV NOVA CINEMA, TV NOVA ACTION, TV NOVA 2, TV NOVA GOLD and TV MARKÍZA INTERNATIONAL 36% Target Rating Points or in another ratio which shall be due to changes of the audience share ratio of individual TV Rating Channels and/or due to changes of the list of offered TV Rating Channels communicated by the Provider to the Advertiser before the conclusion of the Specific Order and stated in the Specific Order. The Provider shall inform the Advertiser in writing of the Advertising Breaks selected by the Provider on TV NOVA, TV NOVA CINEMA, TV NOVA ACTION, TV NOVA 2, TV NOVA GOLD and TV MARKÍZA INTERNATIONAL for placement of Advertising Spots according to the Distribution Ratio Kids Channel Mix in the following calendar month;

"**Target Group: Children 4-14**" shall mean natural persons aged 4 to 14 years living in the Czech Republic;

"**Target Rating Point**" shall mean one exposure of the Advertising Spot to 1% of the Target Group: Children 4-14;

"Target Reference CPP" shall mean the price per Target Rating Point for an Advertising Spot of 30 seconds, which shall be calculated as follows: Reference CPP determined pursuant to Article 2.4, 2.12, 2.13, 2.23, 2.24, 2.25 and 2.26 of the Pricing Terms and Conditions divided by the Affinity Index.

Amendment to Part 2, Section A., General Provisions for Determination of the Price of Advertising Spots Purchased by means of Binding Orders

2.4 Article 2.8 of the Pricing Terms and Conditions shall be amended to read as follows:

"2.8 The Provider shall deliver the number of Gross Rating Points requested by the Advertiser according to the distribution ratio agreed in the respective Specific Order, namely the Distribution Ratio or Distribution Ratio Extended Channel Mix. The Provider shall deliver the number of Target Rating Points requested by the Advertiser in the Distribution Ratio Kids Channel Mix. The Provider shall be entitled to change the distribution ratios depending on a change in the audience share ratio for individual TV Rating Channels. The Provider shall be obliged to inform the Advertiser in writing of any potential change in the distribution ratios."

Amendment to Part 2, Section B., Discounts and Coefficients Applicable in relation to the Price of Advertising Spots Purchased by means of Binding Orders and Section C., Length of Advertising Spots and Combined Advertising Spots Purchased by means of Binding Orders

2.5 For the purposes of calculating the Volume Discount pursuant to Articles 2.12 and 2.13 of the Pricing Terms and Conditions, the volume of Promotion purchased by the Advertiser for placement on AMC Channels shall be disregarded for purposes of calculating the Current Order Volume and Partial Order Volume.

2.6 For the purposes of Articles 2.14, 2.15, 2.20, 2.22, 2.28 and 2.32 of the Pricing Terms and Conditions the volume of Promotion purchased by the Advertiser for placement on AMC Channels shall be disregarded for purposes of calculating the Order Volume.

2.7 Article 2.19 of the Pricing Terms and Conditions shall be amended to read as follows:

"2.19 In the event that the Advertiser wishes to be delivered the relevant number of Gross Rating Points in a distribution ratio different from the Distribution Ratio, Distribution Ratio Extended Channel Mix or Distribution Ratio Kids Channel Mix, wherein the share of Gross Rating Points in relation to TV NOVA would be greater than in the Distribution Ratio, Distribution Ratio Extended Channel Mix or Distribution Ratio Kids Channel Mix, respectively, the Reference CPP shall be multiplied, for the purposes of determining the Price of Advertising Spots, by the coefficient of 1.15. In the event of meeting certain objective criteria set by the Provider and communicated in advance to the Advertiser, the coefficient set forth in the previous sentence can be determined by the Provider in a different amount, whereas the Advertiser will be notified of this different coefficient prior to concluding the relevant Binding Order."

2.8 The fact that the Advertiser placed a Promotion in the form of Advertising spots on AMC Channels in the previous 24 months before the conclusion of the relevant Binding Order shall be without prejudice to the entitlement to the Discount for First Advertising Campaign pursuant to Article 2.23 of the Pricing Terms and Conditions.

Special Provisions for Determination of the Price of Advertising Spots placed according to the Distribution Ratio Kids Channel Mix

2.9 The Price of Advertising Spots purchased by the Advertiser by means of one or more Binding Orders for placement according to the Distribution Ratio Kids Channel Mix shall be calculated by multiplying the number of the Target Rating Points ordered based on the relevant Specific Order by the Target Reference CPP and further modified by these Pricing Terms and Conditions, so all the relevant parameters of the Advertising Spot and its placement on TV Rating Channels are taken into account in accordance with Article 2.11 of this Amendment.

2.10 Notwithstanding Article 2.9 of this Amendment, the Price of Advertising Spots shall be in the following cases determined by multiplying the number of the actually delivered Target Rating Points by the Target

Reference CPP and further modified by these Pricing Terms and Conditions, so all the relevant parameters of the Advertising Spot and its placement on TV Rating Channels are taken into account in accordance with Article 2.11 of this Amendment:

- (a) In the event that the number of Target Rating Points ordered by the Advertiser in the Specific Order is not delivered; or
- (b) In the event that the Advertiser decided on the placement of Advertising Spots in respect of which the number of Target Rating Points actually delivered is higher than the number of Target Rating Points ordered by the Advertiser in the Specific Order; or
- (c) In the event that the Advertiser orders, by means of a Specific Order, an Advertising Campaign with duration of maximum four (4) days (inclusive), then notwithstanding Article 2.9 of the Pricing Terms and Conditions the Advertiser shall decide about the placement of all Advertising spots pursuant to such Specific Order while, notwithstanding Article 2.5 of the Pricing Terms and Conditions the Advertiser shall not be entitled to indicate the minimum number of requested Target Rating Points. However, in the event that the Advertising Campaign commences at the end of one calendar month and continues immediately from the first day of the following calendar month and its total duration is at least seven (7) days (inclusive) than the Price of the Advertising Spots shall be determined in accordance with Article 2.9 of this Amendment.

2.11 The following provisions of the Pricing Terms and Conditions shall apply to determination of the Price of Advertising Spots placed according to the Distribution Ratio Kids Channel Mix, whereas for this purpose, where applicable, the term Reference CPP shall be replaced by the term Target Reference CPP and the term Gross Rating Point shall be replaced by the term Target Rating Point: Article 2.5, 2.6, 2.7, 2.8 (as amended by this Amendment), 2.9, 2.10, 2.11, 2.14 (reflecting Article 2.6 of this Amendment), 2.16, 2.17, 2.18, 2.19 (as amended by this Amendment), 2.21, 2.27, 2.29, 2.30, 2.31, 2.32 (as amended by this Amendment), 2.33, 2.35.

Amendment to Part 2, Section D., Recalculation

2.12 For the purposes of Recalculation pursuant to Articles 2.36 through 2.40 of the Pricing Terms and Conditions the volume of Promotion purchased by the Advertiser for placement on AMC Channels shall be disregarded for purposes of calculating the Current Order Volume.

Amendment to Part 3, Pricing Terms and Conditions for Placement of Sponsorship Spots on TV Rating Channels

2.13 The price of the Sponsorship Spots placed on AMC Channels shall be determined pursuant to Part 3 of the Pricing Conditions as amended by this Amendment.

2.14 For the purposes of Article 3.11 of the Pricing Terms and Conditions, the volume of Promotion purchased by the Advertiser for placement on AMC Channels shall be disregarded for purposes of calculating the Partial Order Volume purchased as Sponsorship.

2.15 For the purposes of Article 3.13 of the Pricing Terms and Conditions, the volume of Promotion purchased by the Advertiser for placement on AMC Channels shall be disregarded for purposes of calculating the Current Order Volume Corresponding to Sponsorship.

2.16 For the purposes of Articles 3.15 and 3.16 of the Pricing Terms and Conditions, the volume of Sponsoring purchased by the Advertiser for placement on AMC Channels shall be disregarded for purposes of calculating the Partial Order Volume purchased as Sponsoring.

2.17 The fact that the Advertiser placed a Promotion in the form of Sponsoring on AMC Channels in the previous 12 months before the conclusion of the relevant Binding Order shall be without prejudice to its entitlement to the discount pursuant to Article 3.17 of the Pricing Terms and Conditions.

2.18 For the purposes of recalculating the Price of Sponsorship Contributions pursuant to Article 3.18 of the Pricing Terms and Conditions the volume of Sponsorship purchased by the Advertiser for placement on AMC Channels shall be disregarded for purposes of calculating the relevant Current Order Volume corresponding to the Sponsorship.

3 AMENDMENT TO THE GENERAL AND PRICING TERMS AND CONDITIONS OF INTERNET ADVERTISEMENT

- 3.1 All references to the General Terms and Conditions and/or the Pricing Terms and Conditions contained in the General Terms and Conditions of Internet Advertisement shall be interpreted as references to the General Terms and Conditions and the Pricing Terms and Conditions in its current wording according to this Amendment.

4 FINAL PROVISIONS

- 4.1 This Amendment is issued in both the Czech and English language. In the event of any discrepancy between the Czech and English versions, the Czech version shall prevail.