
PRICING TERMS AND CONDITIONS OF PROMOTION
ON TV CHANNELS NOVA

October 17, 2019

PREAMBLE

These Pricing Terms and Conditions represent the general terms and conditions concerning the determination of the price for (i) the broadcasting of Spots on TV Channels NOVA and (ii) Product Placement in Programs broadcasted on TV Channels NOVA, and shall apply to all Advertisers purchasing a Promotion on TV Channels NOVA.

In the event of any discrepancy between the provisions of the General Terms and Conditions and these Pricing Terms and Conditions, the provisions of these Pricing Terms and Conditions shall prevail. In the event of any discrepancy between the Czech and English versions of these Pricing Terms and Conditions, the Czech version shall prevail.

These Pricing Terms and Conditions shall enter into effect on October 17, 2019 and shall substitute any and all previous pricing terms and conditions regulating the broadcasting of a Promotion on TV Channels NOVA.

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**PART 1
DEFINITIONS**

1.1 For the purposes of these Pricing Terms and Conditions, the below terms shall have the following meaning:

“**Active Injection**” shall have the meaning ascribed to it in Article 2.23 hereof;

“**Distribution Ratio**” 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) TV NOVA 70% Gross Rating Points, (ii) TV NOVA CINEMA 12% Gross Rating Points, and (iii) TV NOVA ACTION together with TV NOVA 2, TV NOVA GOLD, TV MARKÍZA INTERNATIONAL, NovaPlus TVC and other TV Rating Channels designated by the Provider in the future 18% 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. The Provider may remove any of the TV Rating Channels from the Distribution Ratio at any time in the future and the Advertisers will be informed thereof by appropriate means;

“**Distribution Ratio with Frequency**” shall mean the anticipated distribution of Gross Rating Points which are to 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) TV NOVA 50% Gross Rating Points, (ii) TV NOVA CINEMA 20% Gross Rating Points and (iii) TV NOVA ACTION together with TV NOVA 2, TV NOVA GOLD, TV MARKÍZA INTERNATIONAL, NovaPlus TVC and any other TV Rating Channels designated by the Provider in the future 30% Gross Rating Points or in another ratio, which shall be a consequence of a change in the audience share ratio of individual TV Rating Channels and/or a consequence of a change in the range of offered TV Rating Channels, and which shall be communicated by the Provider to the Advertiser before the conclusion of the Specific Order and which shall be contained in that Specific Order. The Provider may remove any of the TV Rating Channels from the Distribution Ratio with Frequency at any time in the future, and it will inform the Advertisers thereof by appropriate means;

“**Frequency Coefficient**” shall be equal to 0.97. The Provider may change the value of the Frequency Coefficient pursuant to a significant change in the audience structure of the relevant TV Rating Channels; the Provider may adopt such a change not more than once per calendar quarter. The Provider shall be obliged to inform the Advertisers in writing of any such change in the Frequency Coefficient;

“**General Terms and Conditions**” shall mean the General Terms and Conditions of Promotion on TV Channels NOVA, regulating the general terms and conditions of procurement of the broadcasting of Spots on TV Channels NOVA and Product Placement in a Program on TV Channels NOVA;

“**Gross Rating Point**” shall mean one exposure of the Advertising Spot to 1% of the Target Group: Adults 15-54;

“**Injection**” shall have the meaning ascribed to it in Article 3.5 hereof;

“**Labeled Partial Order Volumes**” shall have the meaning ascribed to it in Article 2.39 hereof;

“**Last Relevant Period**” shall have the meaning ascribed to it in Article 2.38 hereof;

“**Notification**” shall have the meaning ascribed to it in Article 2.39 hereof;

“**Off Prime Time**” shall mean (i) in relation to TV NOVA, the remaining time period of each day of the calendar week outside of Prime Time and Super Prime Time, and (ii) in relation to all other TV Rating Channels, the remaining time period of each day of the calendar week outside of Prime Time;

“**Official Data**” shall mean the official data on TV ratings in the Czech Republic gained on the basis of the People Meter measurement provided by the entity so authorized according to a relevant contract concluded with (i) the Association of Television Organizations (in Czech: “*Asociace televizních organizací*”), or (ii) another similar organization which provides the People Meter measurement. If multiple entities are authorized pursuant to (i) and (ii) above, the official data on TV ratings in the Czech Republic gained on the basis of the People Meter measurement provided by the authorized entity designated by the Provider shall be decisive;

“**Other Entity**” shall mean an entity or entities other than the entity for whose promotion or the promotion of whose products or services the Advertising Spot or the Sponsorship Spot is intended;

“**Planning**” shall have the meaning ascribed to it in Article 2.9 hereof;

“**Premium Advertising Break**” shall mean an Advertising Break the capacity of which, following the commencement of the respective Booking Period, but no later than by 12:00 o'clock on the 20th day of the calendar month in which the Booking Period commenced, and if such day is not

a working day, no later than by 12:00 o'clock on the preceding working day, becomes filled to at least 80% of the maximum time allowed under the Act on Operation of Radio and Television Broadcasting;

“**Pricing Terms and Conditions**” shall mean these Pricing Terms and Conditions of Promotion on TV Channels NOVA;

“**Prime Time**” shall mean (i) the time period between 17:30 – 19:14 and 21:16 – 23:30 of each day of the calendar week in relation to TV NOVA, and (ii) the time period between 17:30 – 23:30 of each day of the calendar week in relation to all TV Rating Channels other than TV NOVA;

“**Product Placement Price List**” shall mean a price list stipulating, in particular, the Price of Product Placement. The Product Placement 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;

“**Recalculation**” shall have the meaning ascribed to it in Article 2.39 hereof;

“**Recalculation I**” shall have the meaning ascribed to it in Article 2.38 hereof;

“**Recalculation II**” shall have the meaning ascribed to it in Article 2.39 hereof;

“**Reference CPP**” shall mean the price per Gross Rating Point for an Advertising Spot of 30 seconds, as specified in Article 2.12 hereof;

“**Requested Position**” shall mean any position of the Advertising Spot requested by the Advertiser within the Advertising Break;

“**Super Prime Time**” shall mean the time period between 19:15 – 21:15 of each day of the calendar week in relation to TV NOVA;

“**Tandem Spot**” shall mean the Advertising Spot divided into two parts broadcasted separately within one Advertising Break;

“**Target Group: Adults 15-54**” shall mean natural persons aged 15 to 54 years living in the Czech Republic;

“**Time Slot**” shall mean Super Prime Time, Prime Time or Off Prime Time;

“**TV NOVA SPORT Advertising Spots Price**” shall mean the price for broadcasting Advertising Spots on TV NOVA SPORT;

“**TV NOVA SPORT Advertising Spots Price List**” shall mean a price list stipulating, in particular, the basic parameters for the determination of the TV NOVA SPORT Advertising Spots Price and potential special offers of the Provider. The TV NOVA SPORT Advertising Spots 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;

“**TV NOVA SPORT Promotion Price**” shall mean (i) the TV NOVA SPORT Advertising Spots Price and (ii) the TV NOVA SPORT Sponsorship Contributions Price;

“**TV NOVA SPORT Sponsorship Contributions Price**” shall mean the amount of Sponsorship Contributions provided for the financing of TV NOVA SPORT or programs broadcasted on TV NOVA SPORT;

“**TV NOVA SPORT Sponsorship Contributions Price List**” shall mean a price list stipulating, in particular, the TV NOVA SPORT Sponsorship Contributions Price. The TV NOVA SPORT 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; and

“**Volume Discount**” shall have the meaning ascribed to it in Article 2.12 hereof.

1.2 Any and all other capitalized terms used in these Pricing Terms and Conditions and not defined in Article 1.1 hereof shall have the meaning ascribed to them in the General Terms and Conditions.

PART 2

PRICING TERMS AND CONDITIONS FOR PLACEMENT OF ADVERTISING SPOTS ON TV RATING CHANNELS

2.1 This Part 2 of the Pricing Terms and Conditions sets forth the general terms and conditions for the determination and potential further modification of the price for broadcasting Advertising Spots on TV Rating Channels.

A. General Provisions for Determination of the Price of Advertising Spots Purchased by means of Binding Orders

2.2 The Price of Advertising Spots purchased by the Advertiser by means of one or more Binding Orders shall be calculated by multiplying the number of the Gross Rating Points ordered based on the relevant Specific Order by the Reference CPP in accordance with Article 2.12 hereof 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, unless expressly stipulated otherwise by these Pricing Terms and Conditions.

2.3 Notwithstanding Article 2.2 hereof, the Price of Advertising Spots shall be in the following cases determined by multiplying the number of the actually delivered Gross Rating Points by the Reference CPP in

accordance with Article 2.12 hereof 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:

- (a) In the event that the number of Gross 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 Gross Rating Points actually delivered is higher than the number of Gross 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 hereof the Advertiser shall decide about the placement of all Advertising spots pursuant to such Specific Order while, notwithstanding Article 2.5 hereof the Advertiser shall not be entitled to indicate the minimum number of requested Gross 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 2.2 hereof.

2.4 The Reference CPP shall be determined and modified according to the Pricing Terms and Conditions valid as of the day of conclusion of the relevant Binding Order (Article 2.15 of the General Terms and Conditions shall not be affected). In the event that the Advertiser wishes to place the Promotion in a volume exceeding the present Current Order Volume, the Advertiser shall be obliged to do so by virtue of a new Binding Order, whereas the Price of Advertising Spots applicable on the Partial Order Volume purchased by means of such new Binding Order shall be determined on the basis of the Pricing Terms and Conditions valid as of the day of conclusion of the new Binding Order based on the Current Order Volume.

2.5 In the Specific Order, the Advertiser shall be entitled to indicate a minimum number of Gross Rating Points to be placed in (i) Super Prime Time, (ii) Prime Time and (iii) Off Prime Time, this does not apply in the event that the Gross Rating Points are to be placed on NovaPlus TVC. Time delays in the broadcasting of the Advertising Break caused by a continuous-time delay in the broadcasting of the Provider compared to the planned program schedule shall not be taken into account for the purposes of determination of the Price of Advertising Spots, and only the indication of the Advertising Spot as stipulated in the Specific Order shall be decisive as to whether the Advertising Spot shall be deemed broadcasted in Super Prime Time, Prime Time or Off Prime Time. The Provider shall be entitled with regard to the capacity and program reasons to move the Advertising Spot into a Time Slot other than the one requested by the Advertiser, whereas in this case the coefficient corresponding to the Time Slot in which the relevant Advertising Spot was actually broadcasted shall be used to calculate the price of the relevant Advertising Spot. Movement of Advertising Spot to another Time Slot than requested by the Advertiser may lead to the change of the total amount of Gross Rating Points ordered by the relevant Specific Order but without increasing the portion of the Order Volume placed by such Specific Order.

2.6 The number of Gross Rating Points actually delivered by virtue of the Advertising Spot shall be determined based on the average ratings of the Advertising Break containing the Advertising Spot for the Target Group: Adults 15-54 according to the Official Data.

2.7 In the event that the Official Data for the term of the Advertising Campaign, or any part thereof, is not available for any reason, the Price of Advertising Spots shall be determined based on the estimates of the number of Gross Rating Points delivered by the particular Advertising Breaks, which shall be prepared in writing by the Provider and shall be available in the Provider’s offices.

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 with Frequency. 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 Advertisers in writing of any potential change in the distribution ratio. Furthermore, the Provider may, at any time in the future, include any other defined distribution ratios in its offer, or

delete any other defined distribution ratios from its offer; the Provider will inform the Advertisers thereof by appropriate means.

- 2.9 The Advertiser shall be entitled, by means of a Specific Order, to decide on the placement of the Advertising Spots (hereinafter referred to as the “**Planning**”) to an extent of up to 80% Gross Rating Points, which are to be delivered by means of the Advertising Spots placed by this Specific Order, whereas the decision on the placement of the rest of the Advertising Spots shall belong to the Provider. The provisions of this Article 2.9 shall not affect the Provider’s entitlement under Article 2.5, third sentence, hereof.
- 2.10 In the event that the Advertiser is granted any discount by the Provider or certain coefficients are applied, and the Advertiser subsequently fails to fulfill the conditions stipulated for the granting of the discount or for the application of such coefficients, the Provider may charge the Advertiser with an amount corresponding to the discount or the application of such coefficients to which the Advertiser had not become entitled to be paid in the month immediately following the end of the period wherein the Provider had assessed the Advertiser’s fulfillment of the conditions for being granted the discount or at any time in the future, but no later than in the month immediately following the end of the Relevant Period.
- 2.11 The applicable VAT determined in accordance with binding legal regulations shall be charged together with the Price of Advertising Spots.

B. Discounts and Coefficients Applicable in relation to the Price of Advertising Spots Purchased by means of Binding Orders
Volume Discount

2.12 Depending on the amount of the Current Order Volume, the Reference CPP applicable with respect to the Partial Order Volume purchased by means of the relevant Binding Order shall be discounted so that the Reference CPP shall be equal to the amount of the Current Order Volume divided by the total number of corresponding Gross Rating Points (hereinafter referred to as the “**Volume Discount**”). The total number of corresponding Gross Rating Points shall be determined as a sum of Gross Rating Points calculated separately for each Current Order Volume Interval pursuant to the following table, always as a share of the amount of the Current Order Volume reached within the corresponding interval in the left column of the table and the auxiliary variable for identification of the number of Gross Rating Points for such Current Order Volume Interval stated in the right column of the table. The final discounted Reference CPP for the given amount of the Current Order Volume, which will be calculated as described above, is stated in the middle column of the following table with respect to each Current Order Volume Interval.

Current Order Volume Interval (in CZK)	Final Reference CPP at the beginning and at the end of the Current Order Volume Interval (in CZK)	Auxiliary Variable for Identification of the Number of Gross Rating Points within the Given Current Order Volume Interval (in CZK)
Less than 1 999 999	26 370	26 370
2 000 000 – 4 999 999	26 370 – 25 558	25 044
5 000 000 – 9 999 999	25 558 – 25 017	24 498
10 000 000 – 19 999 999	25 017 – 24 342	23 702
20 000 000 – 29 999 999	24 342 – 23 666	22 420
30 000 000 – 39 999 999	23 666 – 23 125	21 641
40 000 000 – 49 999 999	23 125 – 22 719	21 228
50 000 000 – 59 999 999	22 719 – 22 178	19 819
60 000 000 – 69 999 999	22 178 – 21 637	18 875
70 000 000 – 79 999 999	21 637 – 21 096	17 953
80 000 000 – 89 999 999	21 096 – 20 555	17 055
90 000 000 – 109 999 999	20 555 – 19 608	16 241

2.13 In the event that the amount of the Current Order Volume reaches at least CZK 110 000 000, the Advertiser shall be entitled to the Volume Discount in an amount determined by the Provider depending on the specific amount of the Current Order Volume reached and, as the case may be, other objective criteria determined by the Provider and

announced to the Advertiser before concluding the relevant Binding Order.

Monthly, Daily and Other Coefficients

2.14 For the purposes of determining the Price of Advertising Spots, the Reference CPP shall further be multiplied by the relevant coefficient depending on the calendar month (or part thereof) which is set forth in the relevant Specific Order in relation to the Advertising Spot being placed:

Calendar Month	Coefficient
January	0.70
February	0.90
March	1.25
April	1.40
May	1.40
June	1.30
July	0.85
August	1.00
September	1.35
October	1.45
November	1.45
December A (1 st - 22 nd)	1.35
December B (23 rd - 31 st)	0.80

In the event that the Advertiser (i) concludes a Binding Order with the Provider in accordance with Article 2.2 of the General Terms and Conditions, in which it undertakes to place, in the month of April, May, October or November of the applicable Relevant Period, a certain percentage of the Partial Order Volume purchased on the basis of this Binding Order, which will be at least 5 percentage points higher than the percentage of the Partial Order Volume, which the Advertiser purchased on the basis of a Binding Order in the immediately preceding Relevant Period and which it subsequently duly placed in the same calendar month (i.e. April, May, October or November) of such Relevant Period, and at the same time (ii) duly places this entire percentage of the Partial Order Volume purchased by the Binding Offer in the relevant calendar month (i.e. April, May, October or November) of the Relevant Period on the relevant Media Channels through one or more Specific Orders, the applicable coefficient for the relevant calendar month of the current Relevant Period will be decreased to 1.35 in respect of the month of April and May and 1.40 in respect of the month of October and November. In the event that the Advertiser (i) concludes a Binding Order with the Provider in accordance with Article 2.2 of the General Terms and Conditions, in which it undertakes to place, in the month of April, May, October or November of the applicable Relevant Period, a certain percentage of the Partial Order Volume purchased on the basis of this Binding Order, which will be at least 10 percentage points higher than the percentage of the Partial Order Volume, which the Advertiser purchased on the basis of a Binding Order in the immediately preceding Relevant Period and which it subsequently duly placed in the same calendar month (i.e. April, May, October or November) of such Relevant Period, and at the same time (ii) duly places this entire percentage of the Partial Order Volume purchased by the Binding Offer in the relevant calendar month (i.e. April, May, October or November) of the Relevant Period on the relevant Media Channels through one or more Specific Orders, the applicable coefficient for the relevant calendar month of the current Relevant Period will be decreased to 1.30 in respect of the month of April and May and 1.35 in respect of the month of October and November. For the purposes of the two preceding sentences, a Binding Offer is understood to mean only the first Binding Offer concluded in accordance with Article 2.2 of the General Terms and Conditions, any further Binding Offers concluded for the same Relevant Period will be disregarded.

2.15 In the event that the Advertiser places by means of one or more Specific Orders a certain portion of the Order Volume, the minimum or maximum amount of which shall be determined and communicated to the Advertiser by the Provider, in any calendar month(s) or its part set forth in the table in Article 2.14 hereof, whereas the Advertiser shall notify the Provider of the amount of such portion of the Order Volume to be placed by the Advertiser prior to concluding the relevant Binding Order, then the Reference CPP in relation to such portion of the Order Volume shall be multiplied, depending on the amount thereof, by a coefficient other than the coefficient set forth in the table in Article 2.14 hereof, the relevant amount of which shall be

communicated to the Advertiser by the Provider when concluding the Binding Order.

- 2.16 For the purposes of determining the Price of Advertising Spots in Prime Time, the Reference CPP shall be multiplied by the coefficient of 1.05.
- 2.17 For the purposes of determining the Price of Advertising Spots in Off Prime Time, the Reference CPP shall be multiplied by the coefficient of 0.85.
- 2.18 For the purposes of determining the Price of Advertising Spots in Super Prime Time, the Reference CPP shall be multiplied by the coefficient of 1.20.
- 2.19 For the purposes of determining the Price of Advertising Spots on NovaPlus TVC, the Reference CPP shall be multiplied by a coefficient of 2.00 and Prime Time, Super Prime Time and Off Prime Time coefficients shall not apply.
- 2.20 In the event that the Advertiser wishes that a relevant number of Gross Rating Points is delivered in a Distribution Ratio with Frequency, the Reference CPP shall be multiplied by the Frequency Coefficient.
- 2.21 In the event that the Advertiser wishes that a relevant number of Gross Rating Points is delivered in a distribution ratio different from the Distribution Ratio or Distribution Ratio with Frequency, wherein the share of Gross Rating Points in relation to TV NOVA would be higher than in the Distribution Ratio or Distribution Ratio with Frequency, respectively, the Reference CPP shall be multiplied, for the purposes of determining the Price of Advertising Spots, by a coefficient of 1.15. Should certain objective criteria, set down by the Provider and communicated in advance to the Advertiser, be satisfied, the coefficient set forth in the previous sentence may be set by the Provider at a different value; the Advertiser will be notified of this different coefficient value prior to the conclusion of the relevant Binding Order.
- 2.22 In the event that the Advertiser places by means of one or more Specific Orders a significantly high portion of the Order Volume, which minimum portion shall be determined and communicated to the Advertiser by the Provider, exclusively on Other Media Channels in the requested structure and the Advertiser notifies the Provider of the amount of this portion of the Order Volume to be placed exclusively on Other Media Channels and the requested structure of its placement prior to concluding the relevant Binding Order, then the Reference CPP in relation to such portion of the Order Volume shall be multiplied by a coefficient which shall be communicated to the Advertiser by the Provider when concluding the Binding Order.
- 2.23 In the event that the Advertising Spot is accompanied by a separate audiovisual, or only visual message designed to promote the same Client (hereinafter referred to as the “**Active Injection**”), then the Reference CPP for the purposes of determining the Price of Advertising Spots shall be multiplied by the coefficient 1.15.
- 2.24 In the event that the Advertiser places, by means of one or more Specific Orders, a significantly high portion of the Order Volume, which minimum portion shall be determined and communicated to the Advertiser by the Provider, by means of Advertising Spots with Active Injection, then the Reference CPP applicable to such portion of the Order Volume shall be multiplied by a coefficient other than the coefficient set forth in Article 2.23 hereof, the relevant amount of which shall be communicated to the Advertiser by the Provider when concluding the Binding Order.

Discount for First Advertising Campaign

- 2.25 In the event that the Advertiser purchases, by means of a Binding Order, and places, by means of one or more Specific Orders, a Promotion promoting the Advertiser or one of its Clients who did not place the Promotion in the form of Advertising spots on the TV Rating Channels in the previous 24 months before the conclusion of the relevant Binding Order, then the Reference CPP applicable to the Advertising Spots purchased by this Binding Order and placed by the Advertiser, by means of one or more Specific Orders, on TV Rating Channels shall be multiplied by the coefficient of 0.90.

Discount for Early Execution of the Binding Order

- 2.26 In the event that the Advertiser (i) enters into a Binding Order with the Provider in line with Article 2.2 of the General Terms and Conditions no later than on December 3, 2019, and, at the same time, (ii) duly places by means of one or more Specific Orders the Partial Order Volume purchased by this Binding Order on the relevant Media Channels, then, for the purposes of determining the Price of

Advertising Spots purchased by means of such Binding Order, the Reference CPP shall be multiplied by the coefficient of 0.90.

- 2.27 In the event that the Advertiser (i) enters into a Binding Order with the Provider in line with Article 2.2 of the General Terms and Conditions between December 4, 2019 and January 15, 2020 inclusive, and, at the same time, (ii) duly places by means of one or more Specific Orders the Partial Order Volume purchased by this Binding Order on the relevant Media Channels, then, for the purposes of determining the Price of Advertising Spots purchased by means of such Binding Order, the Reference CPP shall be multiplied by the coefficient of 0.95.

Additional discounts

- 2.28 Additional discounts can be agreed in the Binding Order to reflect possible commitments of the Advertiser corresponding to (i) the Advertiser’s commitment not to make use, in a stipulated extent, its right to decide on the placement of Advertising Spots pursuant to Article 2.9 hereof, or (ii) commitment to pay under specified conditions a portion of the Partial Order Volume prior to the first broadcasting of the Promotion purchased by means of the relevant Binding Order.

C. Length of Advertising Spots and Combined Advertising Spots Purchased by means of Binding Orders

- 2.29 In respect of an Advertising Spot having a length other than thirty (30) seconds, the Price of Advertising Spots purchased by means of the Binding Order shall be multiplied by the applicable coefficient, depending on the length of the Advertising Spot, as specified in the table below:

Length of Advertising Spot (in seconds)	Coefficient
10	0.50
15	0.75
20	0.90
25	0.95
30	1.00
35	1.20
40	1.35
45	1.50
50	1.65
55	1.85
60	2.00

- 2.30 In the event that the Advertiser places a significantly high portion of the Order Volume, the minimum amount of which shall be determined and communicated to the Advertiser by the Provider prior to concluding the relevant Binding Order, by means of the Advertising Spots having a certain unified length, then the Reference CPP in relation to these Advertising Spots shall be multiplied by a coefficient other than the coefficient set forth in the table in Article 2.29 hereof, the relevant amount of which shall be communicated to the Advertiser by the Provider when concluding the Binding Order. In the event that the length of an Advertising Spot differs from the length set forth in the table in Article 2.29 hereof and it is not proceeded pursuant to the previous sentence, the coefficient applicable to the nearest longer length of the Advertising Spot shall be applied. In respect of Advertising Spots having a length exceeding sixty (60) or below ten (10) seconds, the Price of Advertising Spots shall be announced by the Provider to the Advertiser upon the Advertiser’s request.
- 2.31 In the event that the Advertising Spot also contains the promotion of a trademark (brand) of an Other Entity, the Provider shall charge the Advertiser a surcharge in the amount of 15% of the price of such Advertising Spot for each such trademark (brand). In the event of meeting certain objective criteria determined by the Provider and communicated in advance to the Advertiser, the surcharge set forth in the previous sentence can be determined by the Provider in a different amount, whereas the Advertiser shall be notified of this different surcharge prior to concluding the relevant Binding Order. A situation where a logo, product or service of an Other Entity is included in an Advertising Spot promoting a consumer’s contest shall also be deemed a promotion of a trademark (brand) of the Other Entity. The length that an Other Entity’s trademark (brand) is depicted or in any other way presented within the relevant Advertising Spot must not exceed 30% of the length of such Advertising Spot.
- 2.32 In the event that the Advertising Spot contains a depiction of a logo of an Other Entity, and such Other Entity is not by any other means

presented in the Advertising Spot, and the length of the depiction of the given logo does not exceed five (5) seconds, then the Provider shall not charge the Advertiser a surcharge pursuant to Article 2.31 hereof. Likewise, the Provider shall not charge the Advertiser a surcharge pursuant to Article 2.31 hereof in the event that a product of the Other Entity appears in the Advertising Spot without a simultaneous depiction of or verbal reference to its trademark (brand) or logo.

2.33 In respect of a Tandem Spot, the price thereof shall be calculated by multiplying the Price of the Advertising Spot by the respective coefficient determined based on the total length of both parts of the Tandem Spot according to the table below:

Total length of Both Parts of Tandem Spot (in seconds)	Coefficient
15	0.85
20	0.90
25	1.10
30	1.25
35	1.35
40	1.50
45	1.60
50	1.70
55	1.85
60	2.00

2.34 In the event that the total length of both parts of the Tandem Spot differs from the lengths set forth in the table in Article 2.33 hereof, the price of the Tandem Spot shall be calculated by multiplying the Price of the Advertising Spot by the coefficient applicable to the nearest longer length of the Tandem Spot. In the event that the Advertiser places, by means of one or more Specific Orders, a significantly high portion of the Order Volume, which minimum portion shall be determined and communicated to the Advertiser by the Provider when concluding the Binding Order, by means of Tandem Spots with certain unified length of both parts of the Tandem Spot, then the Reference CPP with respect to such Tandem Spots shall be multiplied by a coefficient other than the coefficient set forth in the table in Article 2.33 hereof, the relevant amount of which shall be communicated to the Advertiser by the Provider when concluding the Binding Order.

2.35 The Tandem Spot may contain the promotion of one trademark (brand) only. In other cases, the Provider shall charge the Advertiser as for two separate Advertising Spots.

2.36 In the event that the Advertising Spot is placed to the Premium Advertising Break, the Provider shall charge the Advertiser the Price of Advertising Spot increased by a 5% surcharge. In the event that the Advertiser places the Advertising Spot to the Premium Advertising Break, the Provider shall notify the Advertiser thereof without delay after it has determined that such Advertising Break meets the criteria of a Premium Advertising Break, but no later than on the 20th day of the calendar month immediately preceding the calendar month in which the Advertising Spot shall be placed. In the event that the Advertiser without undue delay, but no later than three (3) working days, after receipt of the notice pursuant to the previous sentence, requests the Provider in writing to place the Advertising Spot to another specifically determined Advertising Break which is not a Premium Advertising Break, the Provider shall accommodate such request, provided it is possible with regards to available capacity. In the event that the Provider does not receive the Advertiser's request within the set deadline in accordance with the previous sentence or in the event that there is no available capacity to place the Advertising Spot pursuant to the Advertiser's request to an Advertising Break which is not a Premium Advertising Break, then the Provider shall have the right to place the Advertising Spot to the Premium Advertising Break originally chosen by the Advertiser and charge the Advertiser the Price of Advertising Spot increased by a 5% surcharge.

2.37 In the event of placing an Advertising Spot in a Requested Position, the Provider shall charge the Advertiser a surcharge in the amount of 10% of the Price of the Advertising Spot. In the event of meeting certain objective criteria determined by the Provider and communicated in advance to the Advertiser, the surcharge set forth in the previous sentence can be determined by the Provider in a different amount, whereas the Advertiser shall be notified of this different surcharge prior to concluding the relevant Binding Order.

D. Recalculation

2.38 In the event that the Advertiser fails, within the Relevant Period ending on the latest date (hereinafter referred to as the "**Last Relevant Period**"), to duly place by means of one or more Specific Orders the Current Order Volume arising from the latest Binding Order concluded between the Provider and the Advertiser for the Promotion of one Advertiser or Client, the Provider shall, at the end of the Last Relevant Period, recalculate the Price of Advertising Spots placed until the end of the Last Relevant Period (hereinafter referred to as "**Recalculation I**"). On the basis of Recalculation I, the Price of Advertising Spots shall be recalculated by the Provider in relation to individual Binding Orders so that the Reference CPP originally set in the relevant Binding Order for the calculation of the Price of Advertising Spots is adjusted so as to correspond to the actually duly placed portion of the Current Order Volume. Based on the Reference CPP adjusted according to the previous sentence, the Price of Advertising Spots shall be newly calculated in relation to the relevant Binding Order. The Provider shall issue an invoice for the difference between the originally invoiced Price of Advertising Spots and the newly calculated Price of Advertising Spots resulting from Recalculation I within fifteen (15) calendar days following the end of the Last Relevant Period.

2.39 In the event that the Advertiser notifies the Provider in writing that the purchased Current Order Volume is not to be duly placed by the Advertiser (hereinafter referred to as the "**Notification**"), and this Notification also includes information as to which Binding Orders and to what extent of their individual Partial Order Volumes such failure relates (hereinafter referred to as the "**Labeled Partial Order Volumes**"), then the Provider shall recalculate the Price of Advertising Spots placed prior to delivery of the Notification (hereinafter referred to as "**Recalculation II**"; Recalculation I and Recalculation II hereinafter collectively referred to as the "**Recalculation**"). On the basis of Recalculation II, the Price of Advertising Spots shall be recalculated by the Provider in relation to individual Binding Orders so that the Reference CPP originally set in the relevant Binding Order for the calculation of the Price of Advertising Spots is adjusted so as to correspond to the actually duly placed portion of the Current Order Volume. Based on the Reference CPP adjusted according to the previous sentence, the Price of Advertising Spots shall be newly calculated in relation to the relevant Binding Order. From the moment when Recalculation II is made, the Labeled Partial Order Volumes shall not be counted in the Current Order Volume. The Provider shall issue an invoice for the difference between the originally invoiced Price of Advertising Spots and the newly calculated Price of Advertising Spots resulting from Recalculation II within fifteen (15) calendar days following receipt of the Notification.

2.40 For the purposes of the Recalculation, the following shall also be counted in the actually duly placed portion of the Current Order Volume: a Promotion purchased for the purposes of broadcasting a Special Advertising Campaign and duly placed by the Advertiser by means of the relevant Specific Order.

2.41 Execution of Recalculation II shall not prevent the execution of Recalculation I. Within the Recalculation, the Reference CPP applied in relation to the individual Binding Orders shall not be lower than the Reference CPP stipulated in the respective Binding Order.

2.42 The Advertiser shall be obliged to pay the Provider the difference in the Price of Advertising Spots determined as a result of the Recalculation within forty (40) days following the date the relevant invoice was issued by the Provider.

**PART 3
PRICING TERMS AND CONDITIONS FOR PLACEMENT OF
SPONSORSHIP SPOTS ON TV RATING CHANNELS**

3.1 This Part 3 of the Pricing Terms and Conditions sets forth the general terms and conditions for the determination and potential further modification of the price for broadcasting Sponsorship Spots on TV Rating Channels.

A. General Provisions for Determination of the Price of Sponsorship Contributions

3.2 Unless stipulated otherwise in Part 3(A) hereof, the Price of Sponsorship Contributions shall be determined on the basis of the relevant Sponsorship Contributions Price List valid as of the day of conclusion of the relevant Specific Order through which the Sponsorship Spots on TV Rating Channels shall be placed.

3.3 The Price of Sponsorship Contributions set forth in the relevant Sponsorship Contributions Price List shall be applicable to Sponsorship Spots of ten (10) seconds placed in the calendar month of March.

3.4 The relevant published Sponsorship Contributions Price List contains the Price of Sponsorship Contributions in relation to a channel or traditional programs of the Provider. The Price of Sponsorship Contributions regarding programs not published in the relevant Sponsorship Contributions Price List shall be provided to the Advertiser by the Provider upon the Advertiser's request.

3.5 The Sponsorship Spot for a program may be broadcasted in the form of a separate audiovisual message or incorporated into the broadcasting content of the sponsored program so that its presentation does not interfere with the form and content of such program (hereinafter referred to as "Injection"). The Price of Sponsorship Contributions for placement of an Injection in relation to the Provider's traditional programs is set forth in the relevant Sponsorship Contributions Price List. The Price of Sponsorship Contributions for placement of an Injection in relation to programs not published in the relevant Sponsorship Contributions Price List shall be provided to the Advertiser by the Provider upon the Advertiser's request.

3.6 Any further conditions and forms of Sponsorship may be set forth in the relevant Sponsorship Contributions Price List.

3.7 The Provider shall be entitled to state in the relevant Sponsorship Contributions Price List that certain forms of Sponsorship set forth in the relevant Sponsorship Contributions Price List and labeled by the Provider shall not be included in the Advertiser's total Order Volume.

3.8 In the event that:

- (a) the Advertiser is interested in becoming an exclusive sponsor of a specific program on the relevant TV Rating Channel; or
- (b) the Advertiser is interested in the Sponsorship of a program that is not listed in the relevant Sponsorship Contributions Price List;

the Provider shall inform the Advertiser, at its request, of the Price of Sponsorship Contributions for the programs.

3.9 In the event that the Advertiser is granted any discount by the Provider or certain coefficients are applied, and the Advertiser subsequently fails to fulfill the conditions stipulated for the granting of the discount or for the application of such coefficients, the Provider may charge the Advertiser with an amount corresponding to the discount or the application of such coefficients to which the Advertiser had not become entitled to be paid in the month immediately following the end of the period wherein the Provider had assessed the Advertiser's fulfillment of the conditions for being granted the discount or at any time in the future, but no later than in the month immediately following the end of the Relevant Period.

3.10 Along with the Price of Sponsorship Contributions, the Advertiser shall also be charged the applicable VAT determined in accordance with valid legal regulations.

Basic Provisions for Determination of the Price of Sponsorship Contributions

3.11 In the event that the Advertiser purchases, by means of the Binding Order, part of the Partial Order Volume as the Sponsorship, the Advertiser shall be entitled to a discount in the amount of 10% on the Price of the Sponsorship Contributions in relation to this part of the Partial Order Volume purchased as the Sponsorship.

3.12 Depending on the placement by means of one or more Specific Orders of Sponsorship Spots in the relevant calendar month, the Price of Sponsorship Contributions shall, in relation to such Sponsorship Spots, be determined as a multiple of the price corresponding to the Sponsorship Spots so placed pursuant to the relevant Sponsorship Contributions Price List and the coefficient according to the following table:

Calendar Month	Coefficient
January	0.80
February	1.00
March	1.00
April	1.25
May	1.25
June	1.25
July	0.80

Calendar Month	Coefficient
August	0.90
September	1.20
October	1.40
November	1.40
December	1.40

3.13 The Advertiser shall be entitled to a discount on the Price of Sponsorship Contributions under the conditions set forth in the following table:

Current Order Volume Corresponding to Sponsorship (in CZK)	Discount on the Price of Sponsorship Contributions
0 – 499 999	5%
500 000 – 999 999	8%
1 000 000 – 1 999 999	10%
2 000 000 – 2 999 999	12%
3 000 000 – 3 999 999	14%
4 000 000 – 4 999 999	17%
5 000 000 – 5 999 999	20%
6 000 000 – 6 999 999	23%
7 000 000 and more	25%

3.14 In the event that the Sponsorship Spot contains information concerning the trademark (brand) of the Other Entity, the Provider shall charge the Advertiser a surcharge in the amount of 15% of the Price of the Sponsorship Contribution in relation to such Sponsorship Spot for each such trademark (brand).

Other Provisions for Determination of the Price of Sponsorship Contributions

3.15 In the event that the Advertiser (i) enters into a Binding Order with the Provider, by means of which it purchases part of the Partial Order Volume as the Sponsorship, no later than on December 3, 2019, and, at the same time, (ii) duly places by means of one or more Specific Orders this part of the Partial Order Volume as the Sponsorship, the Advertiser shall be entitled to a discount in relation to this part of the Partial Order Volume in the amount of 10% on the Price of Sponsorship Contributions determined according to Articles 3.11 to 3.13 hereof.

3.16 In the event that the Advertiser (i) enters into a Binding Order with the Provider, by means of which it purchases part of the Partial Order Volume as the Sponsorship, between December 4, 2019 and January 15, 2020 inclusive, and, at the same time, (ii) duly places by means of one or more Specific Orders this part of the Partial Order Volume as the Sponsorship, the Advertiser shall be entitled to a discount in relation to this part of the Partial Order Volume in the amount of 5% on the Price of Sponsorship Contributions determined according to Articles 3.11 to 3.13 hereof.

3.17 In the event that the Advertiser purchases, by means of a Binding Order, and places, by means of one or more Specific Orders, a Sponsorship promoting the Advertiser or one of its Clients who did not place a Sponsorship Spot on the Media Channels in the 12 months preceding the execution of the relevant Binding Order, then the Advertiser shall be entitled to a discount in relation to that part of the Partial Order Volume of the relevant Binding Order corresponding to the Sponsorship in the amount of 15% on the Price of Sponsorship Contributions determined according to Articles 3.11 to 3.13 hereof. In the event that the Partial Order Volume or its portion shall be placed as a Sponsorship in "Snídaně s Novou" programme, then the discount stated in the previous sentence shall apply only if the Partial Order Volume or its portion placed as a Sponsorship in "Snídaně s Novou" programme amounts at least to CZK 100 000.

3.18 In the event that the Advertiser purchases, by means of a Binding Order, and places, by means of one or more Specific Orders, a Sponsorship to an extent of at least 25% of the Partial Order Volume on the following channels: Nova 2, Nova Action or Nova Gold, then the Advertiser shall be entitled to a discount in relation to that part of the Partial Order Volume of the relevant Binding Order corresponding to the Sponsorship in the amount of 5% of the Price of Sponsorship Contributions determined according to Articles 3.11 to 3.13 hereof.

3.19 In the event that the Advertiser purchases, by means of a Binding Order, and places, by means of one or more Specific Orders, a Sponsorship to an extent of at least 50% of the Partial Order

Volume on the following channels: Nova 2, Nova Action or Nova Gold, then the Advertiser shall be entitled to a discount in relation to that part of the Partial Order Volume of the relevant Binding Order corresponding to the Sponsorship in the amount of 10% of the Price of Sponsorship Contributions determined according to Articles 3.11 to 3.13 hereof.

3.20 In the event that the Advertiser fails, within the given Relevant Period, to place by means of one or more Specific Orders the relevant portion of the Current Order Volume corresponding to the Sponsorship arising from the last executed Binding Order, then the Price of Sponsorship Contributions shall be modified so that the granted discounts correspond to the actually and duly placed, by means of one or more Specific Orders, part of the Current Order Volume corresponding to the Sponsorship, and Articles 2.38 to 2.42 hereof shall apply *mutatis mutandis* with respect to the recalculation of the Price of Sponsorship Contributions.

B. Special Provisions for Determination of the Price of Sponsorship Contributions on TV NOVA CINEMA, TV NOVA ACTION, TV NOVA 2 and TV NOVA GOLD

3.21 The Price of Sponsorship Contributions on TV NOVA CINEMA, TV NOVA ACTION, TV NOVA 2 and TV NOVA GOLD shall be determined pursuant to the relevant Sponsorship Contributions Price List valid as of the day of conclusion of the relevant Specific Order and which stipulates the price uniformly depending on the placement of the Sponsorship Spots in (i) Prime Time or (ii) Off Prime Time.

PART 4

PRICING TERMS AND CONDITIONS FOR PLACEMENT OF SPOTS ON TV NOVA SPORT

4.1 This Part 4 of the Pricing Terms and Conditions sets forth the general terms and conditions for the determination and potential further modification of the price for broadcasting Spots on TV NOVA SPORT.

4.2 In the event that the Advertiser does not place during the Relevant Period through one or more Specific Orders the Promotion purchased based on the TV NOVA SPORT Binding Order, then the TV NOVA SPORT Promotion Price shall be adjusted so the provided discounts correspond to the Promotion actually placed through one or more Specific Orders and for the recalculation of the TV NOVA SPORT Promotion Price the provisions of Article 2.38 to 2.42 hereof shall apply *mutatis mutandis*.

A. Advertising Spots

4.3 The TV NOVA SPORT Advertising Spots Price shall be determined on the basis of this Part 4(A) of the Pricing Terms and Conditions and the relevant TV NOVA SPORT Advertising Spots Price List valid as of the day of conclusion of the relevant Binding Order or TV NOVA SPORT Binding Order through which the Advertiser purchases the Advertising Spots on TV NOVA SPORT.

4.4 The TV NOVA SPORT Advertising Spots Price shall be determined on the basis of the relevant TV NOVA SPORT Advertising Spots Price List which stipulates the price of an Advertising Spot of thirty (30) seconds placed on TV NOVA SPORT. The TV NOVA SPORT Advertising Spots Price shall be determined separately depending on the placement of the Advertising Spots on TV NOVA SPORT in two time (floating) zones, as stipulated in the relevant TV NOVA SPORT Advertising Spots Price List or depending on the placement to the selected program.

4.5 For the purposes of determining the TV NOVA SPORT Advertising Spots Price, the TV NOVA SPORT Advertising Spots Price determined in accordance with Article 4.3 hereof shall be multiplied by the relevant coefficient depending on the calendar month which is set forth in the relevant Specific Order in relation to the Advertising Spot being placed:

Calendar Month	Coefficient
January	0.80
February	0.90
March	1.00
April	1.10
May	1.10
June	1.10
July	1.10
August	0.80
September	1.00

Calendar Month	Coefficient
October	1.10
November	1.10
December	1.00

4.6 In respect of an Advertising Spot placed on TV NOVA SPORT having a length other than thirty (30) seconds, the TV NOVA SPORT Advertising Spots Price shall be multiplied by the applicable coefficient, depending on the length of the Advertising Spot, as specified in the following table:

Length of Advertising Spot (in seconds)	Coefficient
10 and less	0.50
15	0.75
20	0.90
25	0.95
30	1.00
35	1.20
40	1.35
45	1.50
50	1.65
55	1.85
60	2.00

4.7 In the event that the length of an Advertising Spot placed on TV NOVA SPORT differs from the length set forth in the table in Article 4.6 hereof, the coefficient applicable to the nearest longer length of the Advertising Spot shall be applied. In respect of Advertising Spots placed on TV NOVA SPORT having a length exceeding sixty (60) seconds, the price thereof shall be announced by the Provider to the Advertiser upon the Advertiser's request.

4.8 In respect of a Tandem Spot, the price thereof shall be calculated by multiplying the TV NOVA SPORT Advertising Spots Price by the respective coefficient determined based on the total length of both parts of the Tandem Spot according to the following table:

Total length of Both Parts of Tandem Spot (in seconds)	Coefficient
15	0.85
20	0.90
25	1.10
30	1.25
35	1.35
40	1.50
45	1.60
50	1.70
55	1.85
60	2.00

4.9 In the event that the total length of both parts of the Tandem Spot differs from the lengths set forth in the table in Article 4.8 hereof, the price of the Tandem Spot shall be calculated by multiplying the Price of the Advertising Spot by the coefficient applicable to the nearest longer length of the Tandem Spot.

4.10 The Tandem Spot may contain the promotion of one trademark (brand) only. In other cases, the Provider shall charge the Advertiser as for two separate Advertising Spots placed on TV NOVA SPORT.

4.11 In the event that the Advertising Spot placed on TV NOVA SPORT also contains the promotion of a trademark (brand) of an Other Entity, the Provider shall charge the Advertiser a surcharge in the amount of 15% of the price of such Advertising Spot for each such trademark (brand). A situation where a logo, product or service of an Other Entity is included in a Spot promoting a consumer's contest shall also be deemed a promotion of a trademark (brand) of the Other Entity. The length of depiction or any other presentation of Other Entity's trademark (brand) within the relevant Advertising Spot must not exceed 30% of the length of such Advertising Spot.

4.12 In the event that an Advertising Spot placed on TV NOVA SPORT contains a depiction of a logo of an Other Entity, and such Other Entity is not by any other means presented in the Advertising Spot, and the length of the depiction of the given logo does not exceed five (5) seconds, then the Provider shall not charge the Advertiser a surcharge pursuant to Article 4.11 hereof. Similarly, the Provider shall not charge the Advertiser a surcharge pursuant to Article 4.11

hereof in the event that a product of the Other Entity appears in the Advertising Spot placed on TV NOVA SPORT without a simultaneous depiction of or verbal reference to its trademark (brand) or logo.

- 4.13 In the event of placing an Advertising Spot, purchased by the Advertiser by means of a Binding Order, in a Requested Position on TV NOVA SPORT, the Provider shall charge the Advertiser a surcharge in the amount of 10% of the TV NOVA SPORT Advertising Spots Price
- 4.14 Along with the TV NOVA SPORT Advertising Spots Price, the Advertiser shall also be charged the applicable VAT determined in accordance with valid legal regulations.

B. Sponsorship Spots

- 4.15 The TV NOVA SPORT Sponsorship Contributions Price shall be determined on the basis of the relevant TV NOVA SPORT Sponsorship Contributions Price List valid as of the day of conclusion of the relevant Specific Order through which the Advertiser places the Sponsorship Spots on TV NOVA SPORT. A minimum volume of Sponsorship for the channel or the relevant program may be set forth in the relevant TV NOVA SPORT Sponsorship Contributions Price List.
- 4.16 The relevant published TV NOVA SPORT Sponsorship Contributions Price List contains the TV NOVA SPORT Sponsorship Contributions Price in relation to the channel or traditional programs of TV NOVA SPORT. The TV NOVA SPORT Sponsorship Contributions Price regarding programs not published in the relevant TV NOVA SPORT Sponsorship Contributions Price List shall be provided to the Advertiser by the Provider upon the Advertiser's request.
- 4.17 The Sponsorship Spot for a program may be broadcasted in the form of a separate audiovisual message or in the form of an Injection. The price for placement of an Injection in relation to the Provider's traditional programs is set forth in the relevant TV NOVA SPORT Sponsorship Contributions Price List. The price of an Injection in relation to programs not published in the relevant TV NOVA SPORT Sponsorship Contributions Price List shall be provided to the Advertiser by the Provider upon the Advertiser's request.
- 4.18 Any further conditions and forms of Sponsorship may be set forth in the relevant TV NOVA SPORT Sponsorship Contributions Price List.
- 4.19 Along with the TV NOVA SPORT Sponsorship Contributions Price, the Advertiser shall also be charged the applicable VAT determined in accordance with valid legal regulations.

C. Discount on the TV NOVA SPORT Promotion Price

- 4.20 In the event that the Advertiser (i) purchases Promotion exclusively by means of the TV NOVA SPORT Binding Order in accordance with Article 2.4 of the General Terms and Conditions and (ii) duly places this Promotion during the Relevant Period by means of one or more Specific Orders in the period that will not commence earlier than 2 months after the conclusion of the TV NOVA SPORT Binding Order, then the Advertiser shall be entitled to a discount of 5% on the TV NOVA SPORT Promotion Price paid by the Advertiser for a Promotion on TV NOVA SPORT purchased by means of this TV NOVA SPORT Binding Order and determined according to Articles 4.23 and 4.24 hereof. The discount stated in the previous sentence shall not apply in case the Advertiser is entitled to the discount according to Articles 4.21 or 4.22 hereof.
- 4.21 In the event that the Advertiser (i) enters into a Binding Order with the Provider no later than on December 3, 2019, and, at the same time, (ii) duly places the Partial Order Volume purchased by this Binding Order on the relevant Media Channels by means of one or more Specific Orders, the Advertiser shall be entitled to a discount of 10% on the TV NOVA SPORT Promotion Price.
- 4.22 In the event that the Advertiser (i) enters into a Binding Order with the Provider between December 4, 2019 and January 15, 2020, inclusive, and, at the same time, (ii) duly places the Partial Order Volume purchased by this Binding Order on the relevant Media Channels by means of one or more Specific Orders, the Advertiser shall be entitled to a discount of 5% on the TV NOVA SPORT Promotion Price.
- 4.23 In the event that (a) the Advertiser purchases, by means of a Binding Order, and places, by means of one or more Specific Orders or (b) purchases and places by means of one or more Specific Orders, a Promotion on TV NOVA SPORT in the amount of at least CZK 50 000 without VAT, promoting the Advertiser or one of its Clients who did not place any Promotion on TV NOVA SPORT in

the 24 months preceding the execution of the relevant Binding Order, or the first of the relevant Specific Orders, then the Advertiser shall be entitled to a discount in relation to that part of the Partial Order Volume of the relevant Binding Order, corresponding to the Promotion on TV NOVA SPORT, or in relation to the Promotion on TV NOVA SPORT purchased by the relevant Specific Order or Specific Orders confirmed at the same time, in the amount of 15% on the TV NOVA Promotion Price determined according to Articles 4.5 through 4.13 and 4.20 through 4.22 hereof.

- 4.24 The Advertiser is entitled to the discount from the TV NOVA Promotion Price under the conditions stipulated in the following table:

Current Order Volume Corresponding to Promotion placed on TV NOVA SPORT (in CZK)	Discount from the TV NOVA Promotion Price
20 000 – 49 999	10 %
50 000 – 99 999	15 %
100 000 – 199 999	20 %
200 000 – 299 999	25 %
300 000 – 499 999	30 %
500 000 and more	35 %

- 4.25 In the event that the Advertiser is granted any discount by the Provider, but the Advertiser subsequently fails to fulfill the conditions stipulated for the granting thereof, an amount corresponding to the discount to which the Advertiser had not become entitled shall be charged by the Provider to the Advertiser for payment in the month immediately following the end of the period wherein the Provider had assessed the Advertiser's fulfillment of the conditions for being granted the discount.

**PART 5
PRICING TERMS AND CONDITIONS FOR PRODUCT
PLACEMENT IN A PROGRAM ON TV CHANNELS NOVA**

- 5.1 This Part 5 of the Pricing Terms and Conditions sets forth the general terms and conditions for the determination and potential further modification of the price of Product Placement in Programs broadcasted on TV Channels NOVA.

A. General Provisions for Determining the Price of Product Placement

- 5.2 The Price of Product Placement shall be determined and paid on the basis of (i) this Part 5(A) of the Pricing Terms and Conditions and the relevant Product Placement Price List valid as of the day of conclusion of the Product Placement Order through which the Advertiser orders the Product Placement, and (ii) any other written contractual arrangements between the Provider and the Advertiser.
- 5.3 The Price of Product Placement shall be determined pursuant to the Product Placement Price List which stipulates a uniform price for all Advertisers, depending on the type and value of the Product provided, the date and time the Program is broadcasted, the Program's ratings and the Manner of Product Placement specified in the Product Placement Order. In the event that the Provider, with regard to the specifics of the Program, intends to allow a Product Placement whose specific properties are not reflected in the Product Placement Price List, the Price of Product Placement shall be determined by the Provider, *mutatis mutandis*, according to the principles applicable in the creation of the Product Placement Price List.
- 5.4 Along with the Price of Product Placement, the Advertiser shall also be charged the applicable VAT determined in accordance with valid legal regulations.

B. Discount on the Price of Product Placement

- 5.5 The Advertiser shall be entitled to a discount on the Price of Product Placement under the conditions set forth in the following table:

Current Order Volume Corresponding to the Product Placement (in CZK)	Discount on the Price of Product Placement
500 000 – 1 499 999	5%
1 500 000 – 2 499 999	8%
2 500 000 – 3 499 999	11%
3 500 000 and more	14%

- 5.6 In the event that the Advertiser purchases, by means of a Binding Order, and places, by means of one or more Specific Orders, a Product Placement promoting the Advertiser or one of its Clients

who did not place any Product Placement in the 24 months preceding the execution of the respective Binding Order, then the Advertiser shall be entitled to a discount in relation to that part of the Partial Order Volume of the relevant Binding Order, corresponding to the Product Placement, in the amount of 15% on the price of the Product Placement determined according to Articles 5.1 through 5.5 hereof.

- 5.7 In the event that the Advertiser is granted any discount by the Provider, but the Advertiser subsequently fails to fulfill the conditions stipulated for the granting thereof, the Provider may charge the Advertiser with an amount corresponding to the discount to which the Advertiser had not become entitled to be paid in the month immediately following the end of the period wherein the Provider had assessed the Advertiser's fulfillment of the conditions for being granted the discount or at any time in the future, but no later than in the month immediately following the end of the Relevant Period.

PART 6

PRICING TERMS AND CONDITIONS OF OTHER FORMS OF PROMOTION ON TV CHANNELS NOVA

- 6.1 Other forms of Promotion on TV Channels NOVA, or innovation of current forms of Promotion on TV Channels NOVA, which are not in the respective form regulated by these Pricing Terms and Conditions shall be offered by the Provider under the pricing terms and conditions specified by the Provider and communicated to the Advertiser before the conclusion of the Binding Order at the latest.