

# Commercial Policy of AMS S.A. No. 8

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## I General provisions

1. This commercial policy (Commercial Policy) regulates the price terms and conditions for the purchase of Advertising Campaigns on Advertising Media of AMS S.A. (AMS).
2. The Commercial Policy shall not apply to social announcements, election campaigns/announcements of political parties, transactions with public finance sector units (i.e. entities within the meaning of the Act of 27 August 2009 on public finance) – concluded directly between these units and AMS, agreements on mutual exchange of benefits and compensation, as well as agreements concluded with any state or local government institutions, including institutions of culture (i.e. entities within the meaning of the Act of 25 October 1991 on organising and running cultural activity), entities belonging to the Agora Capital Group, or entities that, regardless of the legal basis, provide AMS with surface for the installation of Advertising Media.
3. The Commercial Policy is addressed to persons who are not consumers within the meaning of Article 221 of the Act of 23 April 1964 – the Civil Code. Persons who are consumers within the meaning of the Civil Code are asked to contact representatives of AMS in order to conclude an agreement for the provision of advertising services on individually specified terms and conditions.
4. Capitalised terms, to the extent not specified by the Commercial Policy, have the meaning given to them in the OOH and DOOH Definitions, available at: [ams.com.pl](http://ams.com.pl)

## II Options of purchasing Advertising Campaigns

1. Available options of purchasing Advertising Campaigns shall be specified in the Commercial Policy and the Price Lists applicable at AMS, each time published on the website of AMS.
2. AMS reserves the right to make changes to the adopted purchase options and to temporarily limit the availability of the indicated purchase options.
3. Remuneration rates are published in the Price Lists and in the case of Packages – the aggregate prices for individual Packages are specified. The value of the Order – except for the Orders for purchasing a Package – is calculated on the basis of the relevant Price Lists in force on the day on

which the valuation of a given Advertising Campaign is made, provided that in the event of a change in the Price List in the period between the date of valuation and the date of concluding the Order, the Price List from the date of concluding the Order shall be applicable.

4. The purchase of an Advertising Campaign at AMS may be made in one of the following options:
  - a) **Price List Purchase** – option to purchase an Advertising Campaign covering any services offered by AMS, using the catalogue prices specified in the AMS Price Lists. Price List Purchase means that the Client receives a set of Advertising Media prepared individually based on the parameters provided by the Client, such as: media type, geographical range, POI, and has the right to their Selection.
  - b) **Package Purchase** – option to purchase an Advertising Campaign in which the Client receives an audience on a specified number of classic OOH advertising Media and/or Digital Media, without the possibility of making a Selection.
5. The amount of remuneration due to AMS for the provision of Additional Services is each time determined as a result of individual negotiations with the Client.

### III Rules for calculating additional payments and discounts

1. The value of remuneration due to AMS for the implementation of the Advertising Campaign, regardless of the purchase option, shall be subject to additional payments and discounts on the terms and conditions set out in the Commercial Policy.
2. In the case of purchasing an Advertising Campaign, the price published in the Price List or the price of the Package shall be increased first by the applicable additional payments (apart from the additional payment for placing an Advertisement for an alcoholic beverage). Each subsequent additional payment shall be charged to the amount resulting from the calculation of the previous additional payment. The value calculated in this way is then reduced by the discounts to which the Client is entitled. Each subsequent discount shall be calculated from the amount remaining after deducting the previous discount. After calculating all additional payments and discounts, an additional payment shall be added for placing an Advertisement for an alcoholic beverage.
3. The basis for calculating discounts is the declaration of net annual expenses for the Client's Advertising Campaigns in a given calendar year (Declaration) or expenses for net Advertising Campaigns, which include all the Client's expenses (excluding VAT) incurred by the Client in a given calendar year for the Advertisement Display/Digital Display and Additional Services provided by AMS, with the exception of the additional payment for placing an Advertisement for an alcoholic beverage, including applicable discounts and additional payments (Net Advertising Campaign Expenditures).
4. The Client's expenses for Additional Services shall not be subject to additional payments and discounts, however their value shall be added to the Net Expenses for Advertising Campaigns.
5. Types of Price additional payments for Display/Digital Display of Advertisements:
  - additional payment for Exclusivity – shall be 100% of the price list value of the Display/Digital Display on all Advertising Media in a given shelter or advertising pole covered by Exclusivity.
  - additional payment for Exclusivity on advertising Media covered by Advertisement Digital Display – individual quote;
  - additional payment for Industry Exclusivity – shall be 50% of the price list value of the Display/Digital Display on all advertising Media in a given shelter or advertising pole covered by Industry Exclusivity.
  - additional payment for Industry Exclusivity on advertising Media covered by Advertisement Digital Display – individual quote;
  - additional payment for placing an Advertisement for an alcoholic beverage shall be 11.11% of the Price List value of the Display/Digital Display of Advertisements for an alcoholic beverage;

- additional payment for Trigger – additional remuneration set out in the Price List for Advertisement Digital Display on Digital Media;
  - other additional payments, not set out above, subject to separate agreements.
6. Discounts on the prices for Display/Digital Display of Advertisements are calculated on a cascade basis.
7. Types of discounts:

7.1. **Agency discount** – granted to Agency only.

- a) The Discount is allocated either on the basis of the Declaration or on the basis of Net Expenses for Advertising Campaigns in a given calendar year. It is possible to submit a correction to the Declaration during the year. In that event, the new level of discounts applies only to Advertising Campaigns ordered after its submission,
- b) In relation to Clients who have not submitted a Declaration for a given calendar year, the discount is calculated using the progressive method, which means that the amount of the discount increases gradually with the increase in the Net Expenses for Advertising Campaigns of a given Client implemented as of 1 January of a given calendar year, additionally increased by the value of current Advertising Campaigns reserved for a given Client,
- c) The value of the Agency discount is set out as per the table below:

declaration or expenses in PLN	maximum discount level
≤ PLN 999 999	3,0%
PLN 1 000 000 – 2 999 999	5,0%
PLN 3 000 000 – 4 999 999	7,0%
PLN 5 000 000 – 8 999 999	10,0%
PLN 9 000 000 – 13 999 999	13,0%
≥ PLN 14 000 000	15,0%

7.2. **Commercial discount** – is granted based on individual negotiations with the Client.

## IV Final provisions

1. All commercial arrangements made during negotiations, as well as the content of Orders, Annual Framework Agreements and arrangements made by the Parties via e-mail, as well as any information or data obtained by the parties in connection with their conclusion and implementation constitute a business secret within the meaning of the Act of 16 April 1993 on combating unfair competition and may not be disclosed to any third party without the prior written consent of the party to which they pertain, unless they are generally known or the obligation to disclose them results from the provisions of applicable law or a final judgment of a court or administrative body or it occurs in connection with an audit of the transparency of implementation by AMS of the Commercial Policy.
2. AMS shall have the right to quarterly verify the implementation of the Declaration submitted by the Client.
3. If, during the quarterly verification, circumstances are detected that constitute a threat to the implementation of the provisions of the Annual Framework Agreement (if concluded) and the Declarations submitted by the Client, AMS shall have the right to amend the previously granted commercial terms and conditions for the subsequent quarters of a given calendar year.

4. After the end of the calendar year, AMS shall verify the Client's Net Annual Expenses in a given year. If the Client's Net Annual Expenses are below the declared amount, AMS shall be entitled to demand from the Client a refund or adjustment of the value of the Discounts received. The Client shall then pay additional remuneration within 30 days from the date of receipt of the appropriate correction invoice from AMS.
5. If the Agency that purchases Advertising Campaigns on its own behalf and on behalf of the Advertiser changes during a calendar year, the amount of Net Expenses for Advertising Campaigns of a given Advertiser made through the previous Agency in a given calendar year for the purposes of calculating the Discount for the Advertiser's expenses shall be summed up with the Expenses made through the new Agency, provided that the above arrangement does not result in any deviations from the principles contained in the Commercial Policy.

## **V Validity of and amendment to the Commercial Policy**

1. This Commercial Policy shall enter into force on 3 February 2025, subject to the provisions of clause 2 below, and shall be valid until further notice. This Commercial Policy supersedes the previously applicable commercial policy.
2. In relation to Advertising Campaigns commissioned to AMS, including Display and/or Digital Display of Advertisements with a deadline of 31 March 2025, the provisions of Commercial Policy No. 7 shall apply.
3. In the event of a conflict between the provisions of the Commercial Policy and the provisions of the General Terms and Conditions, the provisions of the Commercial Policy shall prevail.
4. Amendments to the Commercial Policy and/or Price List shall take place in the event of:
  - a) changes in legal provisions that significantly affect the possibility of Advertisement Display or Digital Display or otherwise significantly change the principles of operation of the media market, necessitate changes to the previously applicable Commercial Policy terms and conditions,
  - b) decision of AMS,
  - c) changes in the provisions of local law, which significantly affect the conditions or possibility of running Advertisement Display or Digital Display, arising as a result of the adopted landscape resolutions.
5. Information on amendments to the Commercial Policy and/or Price List shall be posted on the website of AMS, and the Clients bound by contracts with AMS shall also be notified of the fact and scope of the amendment by sending information to the e-mail address provided by the Client. If the Client does not express a written objection within two weeks from the date of receipt of information, it is deemed that it has consented to the amendment of the Commercial Policy and/or Price List, provided, however, that an amendment to the Commercial Policy and/or Price List resulting in an amendment of essential elements of the contract requires conclusion of annex. If the Client objects to the amendment to the Commercial Policy and/or Price List within the above-mentioned period, depending on the decision made by AMS, the cooperation shall be carried out on the existing terms and conditions or shall be terminated in the part relating to unrealized Advertising Campaigns to which the amendment of the Commercial Policy and/or Price List applies, without the Client's right to submit claims against AMS for the termination of the Order or the Annual Framework Agreement.