

# Commercial Policy No. 7 of AMS S.A.

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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- concluded directly between these units and AMS, agreements on mutual exchange of benefits and compensation, as well as agreement concluded with any state or local government institutions, including Institutions of Culture, 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.

## II Definitions

1. The capitalised terms, to the extent not regulated by the Commercial Policy, shall have the meaning given to them in the General Terms and Conditions of Advertisement Display on Advertising Media of AMS S.A. or in the General Terms and Conditions of Advertisement Digital Display on Digital Media.
2. The words and expressions capitalised in the Commercial Policy shall have the following meanings:
  - Agency** – a media agency or an advertising agency acting on behalf of the Advertiser and authorized to do so.
  - Catalogue Price** – the price of the Display or Digital Display of Advertisements on the Advertising Medium, resulting from the Price Lists currently applicable at AMS.

**Price Lists** – price lists applicable at AMS for Display/Digital Display on Advertising Media.

**CPM** (Cost Per Mille) – price for 1,000 Contacts on digital Advertising Media.

**CPP** (Cost Per Point) – price for 1 Rating (1 GRP).

**Declaration** – declaration of net annual expenses for the Client's Advertising Campaigns in a given calendar year.

**Additional Payment** – additional payment for the Additional Service provided by AMS in accordance with the Commercial Policy.

**Display** – monthly or semi-monthly presentation of Advertisements on Advertising Media carried out on a one-calendar-month basis, with the possibility of changing the Display period to 30/14 days in the event of a change in the gluing calendar at AMS.

**Digital Display** – presentation of Advertisement on digital Advertisement Media.

**GRP** (Gross Rating Points) – sum of Ratings in an Advertising Campaign.

**IBO** – Instytut Badań Outdooru IBO Sp. z o. o.

**Agglomeration Index** – price multiplier for Display on Advertising Media located in agglomerations specified in the "Standard OOH" price list

**Institutions of Culture** – entities within the meaning of the Act of 25 October 1991 on organizing and conducting cultural activities.

**Public Finance Sector Units** – entities within the meaning of the Act of 27 August 2009 on public finances, in particular: Central Government Administration Bodies, Local Government Units, other categories of public finance sector units, excluding enterprises, banks and commercial law companies.

**Advertising Campaign** – Display and/or Digital Display of Advertisements and/or Additional Services performed by AMS based on the Order.

**Client** – entity concluding an Order with AMS, the subject of which is the implementation of an Advertising Campaign.

**Multiformat** – Display or Digital Display made on various types of Advertising Media and in various formats during one Advertising Campaign

**Advertising Media** – advertising devices that serve for Display or Digital Display.

**General Terms and Conditions** – General Terms and Conditions of Advertisement Display on Advertising Media of AMS S.A.

**General Terms and Conditions for Digital** – General Terms and Conditions of Advertisement Digital Display on Digital Media.

**Outdoor Track** – Advertising Media visibility analysis conducted by IBO based on the Route methodology.

**Package** – an option to purchase an Advertising Campaign in which the Client receives a specific audience on Advertising Media selected by AMS, the selection method of which is oriented towards optimizing reach and uniform spatial distribution in the agglomeration areas covered by the Outdoor Track study. The package is subject to limited Selection.

**Product** – an option to purchase an Advertising Campaign, in which the Client receives a set of advertising services dedicated to the target group of recipients of the Campaign. The product is not subject to Selection.

**Ranges** – 110 categories of Advertising Media with a specific audience expressed by the number of contacts parameter – VAC (P1-P10).

**Discount** – any reduction in the price for the Display or Digital Display of an Advertisement in accordance with the provisions of the Commercial Policy.

**Rating** – the number of contacts with Advertising Media constituting 1% of the Outdoor Track study population, i.e. everyone aged 15-65.

**Advertiser** – the entity whose goods or services are the subject of the Advertisement.

**Selection** – individual selection of Advertising Media made by the Client from the pool of available Advertising Media presented by AMS.

**Trigger** – a service provided by AMS consisting in the preparation of HTML creations using changes to Advertisements on digital Advertising Media.

**Annual Framework Agreement** – an agreement concluded between the Client and AMS regarding

the implementation of Advertising Campaigns in a given calendar year, containing important commercial terms and conditions.

**Additional Services** – services provided by AMS on the terms and conditions individually agreed with the Client, regarding special projects, City Transport, printing of Advertisements, Stickers, as well as services of additional photo service, marketing presentation photos or promotional film, layout reformatting, demographic or behavioural targeting, non- standard deadlines for installation/disassembly of Advertisements, testing the visibility of the Advertising Campaign and other services agreed by the Parties.

**Net Expenses for Advertising Campaigns** – the amounts of expenses incurred by the Client, including due discounts and additional payments, for the services of the Advertising Campaign, and the amounts of the Client's expenses due to remuneration for Additional Services, net of VAT, with the exception of the contractual penalty for withdrawal from the Order provided for in the General Terms and Conditions or the General Terms and Conditions for Digital.

**Net Annual Expenses** – the sum of expenses, including due discounts and additional payments for Advertising Campaign services, and the amounts of the Client's expenses due to remuneration for Additional Services, net of VAT, incurred by the Client in a given calendar year.

**Exclusivity** – Display/Digital Display of Advertisements by one Advertiser on all Citylight Advertising Media mounted on a single bus shelter or on a single advertising pole.

**Industry Exclusivity** – Display/Digital Display of Advertisements of the Advertiser on Citylight Advertising Media mounted on a single bus shelter or on a single advertising pole, excluding the display of Advertisements regarding services or goods of the same type on a given shelter or pole.

**VAC (Visibility Adjusted Contacts)** – the size of the Advertising Medium's audience expressed in the number of contacts, determined in the Outdoor Track study conducted by IBO.

**Order** – an agreement the subject of which is the Display or Digital Display of an Advertisement and/or an Additional Service, concluded in writing, electronically or using a regular (non- qualified) electronic signature between the Client and AMS, specifying, depending on the option of purchasing an Advertising Campaign: the subject of the Advertisement, the period Advertising Campaign, the number and type of Advertising Media, the audience rate, the number of Displays/ Contacts and the amount of net remuneration.

### III 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. The value of the Order 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) The package purchasing model in the option: a) Product; b) Package,
  - b) The purchasing model in the Price List option 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.
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.

## IV 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 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 shall be the Declaration or Net Expenses for Advertising Campaigns, which include all the Client's expenses in a given calendar year for the Display/Digital Display of Advertisements and Additional Services provided by AMS, with the exception of the Additional Payment for placing an Advertisement for an alcoholic beverage.
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:
  - 5.1. 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.
  - 5.2. Additional Payment for Exclusivity on the all Digital Advertisement Media covered by the Display- based on individual pricing.
  - 5.3. 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.
  - 5.4. Additional Payment for Industry Exclusivity on the all Digital Advertisement Media covered by the Display- based on individual pricing.
  - 5.5. 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.
  - 5.6. Additional Payment for Trigger- additional remuneration set out in the Price List for Advertisement Digital Display on Digital Media.
6. Discount on prices for Display/Digital Display.
  - 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. The new level of Discounts applies only to Advertising Campaigns ordered after its submission,
  - b) Discounts are calculated in a cascade manner in accordance with section 2 above,
  - c) 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.Types of Discounts and their maximum amounts:

6.1. Agency Discount – it is allocated only to the Agency:

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%

6.2. Discount for Advertiser's expenses – it is allocated at the level of the Advertiser or Advertiser Group, provided that they are related by capital and report this fact to AMS during negotiations:

Declaration or expenses in PLN	Maximum discount level
≤ PLN 49 999	1,0%
PLN 50 000 – 99 999	1,5%
PLN 100 000 – 299 999	2,5%
PLN 300 000 – 499 999	3,5%
PLN 500 000 – 599 999	4,5%
PLN 600 000 – 799 999	5,5%
PLN 800 000 – 999 999	6,5%
PLN 1 000 000 – 1 999 999	7,5%
PLN 2 000 000 – 2 999 999	8,5%
≥ PLN 3 000 000	To be negotiated

6.3. Conditional Discount- it is granted based on individual negotiations with the Client, and its amount depends on the parameters on which a given Advertising Campaign is to be implemented, including: types of Media, types of other services provided in connection with a given Advertising Campaign, the period in which a given Advertising Campaign is to take place and the type of activity conducted by the Advertiser.

To be negotiated

## V 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 concern, 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.

## VI Validity of and amendment to the Commercial Policy

1. This Commercial Policy shall enter into force on 1 April 2024 and shall be valid until further notice. This Commercial Policy supersedes the previously applicable commercial policy.
2. In the event of a conflict between the provisions of the Commercial Policy and the provisions of the General Terms and Conditions or the General Terms and Conditions for Digital, the provisions of the Commercial Policy shall prevail.
3. 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 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, arising as a result of the adopted landscape resolutions.
4. 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.

Date of last amendment of the Commercial Policy: 1 July 2024