

**CONTRACTUAL TERMS AND CONDITIONS
FOR BROADCASTING MEDIA COMMERCIAL COMMUNICATIONS IN PROGRAMME SERVICES
(2024)**

1. MARKÍZA – SLOVAKIA, spol. s r.o. is a broadcaster of:
- a) the television programme service TV MARKÍZA (hereinafter only referred to as "**TV MARKÍZA**");
 - b) the television programme service DOMA (hereinafter only referred to as "**DOMA**");
 - c) the television programme service DAJTO (hereinafter only referred to as "**DAJTO**");
 - d) the television programme service MARKÍZA KRIMI (hereinafter only referred to as "**MARKÍZA KRIMI**");

based on the authorisations granted by the Council for Media Services as a competent authority in accordance with Act No. 264/2022 Coll. on media services and on amendments to certain acts (hereinafter only referred to as the "**Media Services Act**").

2. On the basis of a contractual relationship with TV NOVA s.r.o. (company ID (IČO): 458 00 456), MARKÍZA – SLOVAKIA, spol. s r.o. is exclusively authorised to conclude contracts for the broadcasting of advertising, teleshopping, product placement and sponsorship of programmes broadcast by the following television programme services:
- a) NOVA INTERNATIONAL, ref. No. RRTV/69/2016-FIA (hereinafter only referred to as "**NOVA INTERNATIONAL**");
 - b) NOVA SPORT 3 SK, ref. No. RRTV/8635/2021-kus (hereinafter only referred to as "**NOVA SPORT 3 SK**"); and
 - c) NOVA SPORT 4 SK, ref. No. RRTV/8636/2021-kus (hereinafter only referred to as "**NOVA SPORT 4 SK**");

broadcast on the territory of the Slovak Republic on the basis of licences for television broadcasting pursuant to decisions of the Council for Radio and Television Broadcasting;
(for the purposes of these Contractual Terms and Conditions, TV MARKÍZA, DOMA, DAJTO, MARKÍZA KRIMI, NOVA INTERNATIONAL, NOVA SPORT 3 SK, and NOVA SPORT 4 SK are hereinafter collectively referred to as "**Programme Services**" or individually as "**Programme Service**").

1. INTRODUCTORY PROVISIONS

- 1.1 These Contractual Terms and Conditions for Broadcasting Media Commercial Communications in Programme Services (hereinafter only referred to as "**Contractual Terms and Conditions**") are an integral part of orders accepted by the MS for product placements, and of the following types of contracts in the case of advertising, teleshopping and sponsorship:

- a contract for the broadcasting of advertising or teleshopping in Programme Services ("**Broadcasting Contract**");
- a framework contract ("**Framework Contract**");
- a commercial contract ("**Commercial Contract**");

(accepted order, Broadcasting Contract, Framework Contract, and Commercial Contract are hereinafter only referred to as "**Contract**").

These Contractual Terms and Conditions become effective together with a corresponding Contract. Individual provisions of these Contractual Terms and Conditions will not apply only if so provided in the Contract (pursuant to Section 273(2) of the Commercial Code), or if the application thereof is expressly excluded in the Contract.

- 1.2** For the purposes of the Contractual Terms and Conditions, "price" means the total price of performance, exclusive of VAT, as agreed in the Contract (hereinafter only referred to as "**price**").
- 1.3** For the purposes of the Contractual Terms and Conditions, "MS" means MARKÍZA – SLOVAKIA, spol. s r.o., company ID (IČO): 31 444 873 (hereinafter only referred to as "**MS**").
- 1.4** Any reference in these Contractual Terms and Conditions to the term "**Commercial Code**" is a reference to Act No. 513/1991 Coll., the Commercial Code, as amended.

2. DEFINITIONS

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

Target Group (hereinafter also referred to as "**TG**") means a specific part of the entire population aged between 13 and 55 years, including guests (i.e., persons watching television in a given household who are not members of that household or People Meter panel), VOSDAL + 3 calendar days ("viewing on same day as live", i.e. time-shifted viewing of a recorded programme on the same day as the live transmission of the programme on television, including time-shifted viewing within three calendar days following the live transmission of the programme on television).

Cost Per Point (hereinafter only referred to as "**CPP**") means a Net Net price (in euros) to acquire one net GRP.

Gross Rating Point (hereinafter also referred to as "**GRP**") means television viewers expressed as a gross percentage of the total number of potential viewers, which expresses the value of the advertising break in the TG, determined based on minute-by-minute data from a viewership survey conducted by Kantar Slovakia s.r.o. on the basis of the average viewership of the relevant advertising break (so-called break average).

GRPs Demand means an estimated amount of GRPs that the Advertiser predicts to order in a relevant calendar month.

Markíza Group means the multi-channel communication across the TV MARKÍZA, DOMA, DAJTO, MARKÍZA KRIMI, and NOVA INTERNATIONAL Programme Services, or separately on any of these programming services.

Markíza Group GRP (hereinafter also referred to as "**MG GRP**") means GRPs that are sold on the Markíza Group Programme Services and any other potential programme services with measurable viewership, which reflects the share of available GRPs individually on each Programme Service.

Media Commercial Communication means any audio, video or audiovisual information that directly or indirectly promotes goods, services or reputation of a person engaged in an economic activity and is provided as part of a programme or a user-generated video or accompanies the programme or the user-generated video for remuneration or similar consideration or for self-promotional purposes or as an advertising programme service. Media Commercial Communications include in particular advertising, teleshopping, sponsorship, and product placement.

Net GRP means the number of GRPs per 30-second Spot, taking into account the length, time and the manner of broadcasting the Spot (applied Spot index, time of day index, TOP break index and other discounts and surcharges, if any).

Net Net means the Price exclusive of VAT.

Off Prime Time (hereinafter also referred to as "**OFF**") means the airtime scheduled between 23:00 and 16:59.

Predicted Rating means an estimated rating determined by the MS Advertising Centre before an advertising break is broadcast. The Predicted Rating is rounded to one decimal place.

Prime Time (hereinafter also referred to as "**PT**") means the airtime scheduled between 17:00 and 22:59.

Advertising Campaign or **Campaign** means the advertising time provided for the purposes of broadcasting the Medical Commercial Communication in the volume and extent specified in a Broadcasting Contract or in an order confirmed by the MS. The services provided to the Advertiser by the MS pursuant to the foregoing sentence also include services specified in paragraph 4.3.3 of these Contractual Terms and Conditions.

Advertising Time means the airtime provided in the broadcasting of the Programme Services for the purposes of broadcasting Spots within the time scope specified by the Media Services Act.

Advertising or **Advertisement** means any public announcement broadcast by Programme Services in return for payment within the meaning of Media Services Act, as amended, which is intended to promote the sale, purchase or rental of goods or services, including immovable property, rights and obligations, or to bring about other effect desired by the Advertiser.

Sponsorship means any performance intended to finance, directly or indirectly, a programme, Programme Service, on-demand audiovisual media service, video sharing platform or a user-generated video with the aim of promoting the name or business name, trademark, good reputation, goods or activities of a person that has provided such performance.

Sponsor Message means

- a) making a reference to the name, trade name, or name and surname of a sponsor that has provided the performance; or
- b) displaying the sponsor's logo or referring to the sponsor's product or service.

Spot means a short advertising or teleshopping announcement included in an advertising break or a teleshopping slot (hereinafter also referred to as "**Spot**").

Teleshopping means a direct offer broadcast to the public with the aim of providing goods or services, including immovable property, rights and obligations, in return for payment. Teleshopping can take the form of:

- a) a teleshopping spot; or
- b) a teleshopping slot with a duration of at least 15 minutes without interruption.

Tandem Spot means either

- a) the repeated broadcasting of an identical Spot within a single advertising break not in immediate succession; or

- b) the broadcasting of two (2) Spots containing an identical service or product from the same Advertiser (i.e., a client) within a single advertising break not in immediate succession (hereinafter referred to as "**Tandem Spot**").

Product Placement (hereinafter also referred to as "**PP**") means any audio, visual or audiovisual information about a product, service or trademark broadcast in return for payment or other similar consideration.

Entire Population means the entire Slovak population in households with TV sets.

3. PURCHASING PROCESS FOR MEDIA COMMERCIAL COMMUNICATION – CONDITIONS

The basic condition for the entering into a contractual relationship regarding the broadcasting of Media Commercial Communication between the MS and legal or natural persons (hereinafter only referred to as "**Advertiser**" in singular) is the placement of a binding order by the Advertiser with a MS contact person via e-mail. The binding order must be signed by an authorised person of the Advertiser (a statutory body and/or other person authorised for this purpose; the Advertiser must provide the MS with proof of such authorisation) and contain, in addition to the correct identification of the Advertiser (name, registered office, company ID (IČO), tax ID, VAT ID, etc.), the following:

- specification of the type of Media Commercial Communication (Advertising, PP, Sponsorship, Teleshopping)

a. in the case of Advertising:

- specification of the Programme Service on which the Campaign is ordered to be broadcast (while complying with the condition of the percentage split referred to in paragraph 3.1.1 of the Contractual Terms and Conditions);
- specification of the timing of the Campaign;
- specification of the durations of Spots;
- financial budget (price);
- the number of GRPs ordered, broken down to GRPs in PT and GRPs in OFF;
- CPP per given month in accordance with a Memorandum Confirming Price Conditions for a particular client of the Advertiser or in accordance with an agreement with the Advertiser;

b. in the case of Sponsorship:

- specification of the Programme Service on which the Campaign is ordered to be broadcast;
- specification of the timing of the Campaign;
- specification of the duration of Sponsor Messages;
- financial budget (price);
- the number of GRPs ordered, broken down to GRPs in PT and GRPs in OFF, except for floating packages;
- prípade telenákupu CPP per given month in accordance with a Memorandum Confirming Price Conditions for a particular client of the Advertiser or in accordance with an agreement with the Advertiser;

c. in the case of Teleshopping:

- specification of the Programme Service on which the Campaign is ordered to be broadcast;
- specification of the timing of the Campaign;
- specification of the durations of Spots;
- unit price per minute of airtime;

d. in the case of PP

- specification of the Programme Service on which PP is ordered to be broadcast;
- title of the programme;
- the price agreed for the airing of PP.

Together with the binding order, the Advertiser shall, at the request of the MS, submit an extract from the Business Register or other register not older than three months, and/or other document proving the facts stated by the Advertiser.

If the Advertiser placing the binding order for the broadcasting of Media Commercial Communication is an agency, the agency shall submit to the MS, in addition to the order containing the aforementioned required information, the following:

- an exclusive written authorisation issued by a client to the agency to buy the Media Commercial Communication on its behalf;
- proof that the Advertiser is licensed to provide advertising activities and/or buy advertising time;
- information about the client – its name, registered office, company ID (IČO), tax ID, VAT ID, etc.

For the avoidance of doubt, the MS shall accept the binding order for the broadcasting of Advertising, Teleshopping and Sponsorship by issuing a Broadcasting Contract that reflects the requirements contained in the order.

Any binding orders for Medical Commercial Communication containing pharmaceutical products shall, in addition to the above, include specification of the product and state whether the product is a medicinal product listed in the database of registered medicinal products kept by the State Institute for Drug Control.

Binding orders are accepted by the MS for the period of individual months of the calendar year in advance, unless a different period is specified by the MS. The MS sells airtime for Media Commercial Communication on business days only.

3.1 ADVERTISING

3.1.1 The Advertiser acknowledges that with effect from **1 January 2024** Advertising Campaigns ordered by the Advertiser will be carried out in accordance with the following percentage (%) split of available GRPs across the Markíza Group Programme Services:

- 68% of the predicted GRPs on the TV MARKÍZA Programme Service;
- 12% of the predicted GRPs on the DOMA and NOVA INTERNATIONAL Programme Services (of which, 11% on DOMA and 1% on NOVA INTERNATIONAL);
- 13% of the predicted GRPs on the DAJTO Programme Service;
- 7% of the predicted GRPs on the MARKÍZA KRIMI Programme Service.

The MS reserves the right to change the percentage split referred to in the previous sentence (not more than three times during a calendar year in total). Any change in the MG GRP percentage split across individual Programme Services of the Markíza Group will be notified to the Advertiser with whom the MS has entered in to a Memorandum Confirming Price Conditions for a particular client of the Advertiser, a Framework Contract, or a Commercial Contract, at least 45 days prior to the start of a month in which the new percentage split will apply. In the event of launching a new programme service, the MS undertakes to notify the Advertiser in writing of the name and launch date of such new programme service, as well as of the MG GRP split model across Programme Services at least 14 days in advance. The MS is not obliged to notify the Advertiser of the change in the MG GRP percentage split across

individual Markíza Group Programme Services if the MG GRP of an individual Programme Service is reduced by less than 10% of the currently applicable percentage split for the specific Programme Service.

- 3.1.2** In the case of the Markíza Group Programme Services, the MS shall monitor the total volume of GRPs ordered for each month of the calendar year based on the binding orders from Advertisers and Predicted Ratings. If the total volume of GRPs based on the Predicted Ratings for a given calendar month is less than the total volume of GRPs ordered by Advertisers, and in any individual case exceeds the number of GRPs specified in the Memorandum Confirming Price Conditions for a particular client of the Advertiser or in the Commercial Contract (so-called GRPs Demand), the MS may reject the Advertisers' binding orders and ask them to adjust the volume of GRPs, unless an individual Advertiser has applied a premium reservation in accordance with paragraph 3.1.3 of the Contractual Terms and Conditions. For the avoidance of doubt, the Advertiser may apply the premium reservation only up to the level of the GRP Demand for a given month.
- 3.1.3** If the total volume of GRPs based on the Predicted Ratings for a given calendar month is less than the total volume of GRPs ordered by the Advertisers under their binding orders, the MS may provide the Advertisers with an option to apply a premium reservation, which means a surcharge equal to a specified percentage (%) of the base CPP in the relevant calendar month, without the binding order being rejected by the MS using the procedure referred to in this paragraph of the Contractual Terms and Conditions (hereinafter only referred to as "**Premium Reservation**"). The amount of the surcharge for premium reservation is set in a Framework Contract or Commercial Contract concluded with the Advertiser (hereinafter only referred to as "**Premium Reservation Surcharge**"). The MS shall inform Advertisers of the limited volume of Premium Reservations via e-mail. If the Advertiser wishes to apply the Premium Reservation up to the given month's GRPs Demand, it shall do so as soon as possible, however not later than within three business days from the receipt of the information about the possibility to apply the Premium Reservation from the MS. The Advertiser shall apply the Premium Reservation by an e-mail confirmation sent to an MS contact person. The MS may reject the Premium Reservation applied by the Advertiser if the acceptance thereof would result in overrunning the total volume of MS Premium Reservations in a given calendar month. The MS shall keep track of, and evaluate the volume of Premium Reservations applied depending on the moment of receipt of the Premium Reservation application from the Advertiser.
- 3.1.4** If the binding order from the Advertiser meets the requirements specified in Article 3 of these Contractual Terms and Conditions, the MS shall accept the binding order within ten business days of its receipt by issuing a Broadcasting Contract. The period of reservation of the broadcasting time for the ordered Media Commercial Communication commences upon sending the Broadcasting Contract to the e-mail address of the Advertiser's contact person. The reservation period is ten days from the date on which the Broadcasting Contract has been sent and represents an advertising airtime allocated for the Advertiser in a specific advertising break (hereinafter only referred to as "**Reservation Period**"). The Advertiser shall sign and send the Broadcasting Contract to an MS contact person within the Reservation Period. If the Broadcasting Contract has not been signed by the authorised person of the Advertiser within the Reservation Period, the Broadcasting Contract is automatically cancelled at the end of the Reservation Period and the Advertiser shall pay to the MS a **reservation fee** in the amount of
- 3.1.4.1 50% of the price of the Media Commercial Communication specified in the Broadcasting Contract, against an invoice issued by the MS, if the Broadcasting Contract was not signed by the authorised person of the Advertiser in the period between the first (1st) and fifth (5th) day of the Reservation Period; or
- 3.1.4.2 100% of the price of the Media Commercial Communication specified in the Broadcasting Contract, against an invoice issued by the MS, if the Broadcasting Contract was not signed by the authorised person of the Advertiser in the period between the sixth (6th) day of the Reservation Period and the tenth (10th) day before the start of the month to which the Broadcasting Contract applies.

- 3.1.5** If the authorised person of the Advertiser has signed the Broadcasting Contract within the Reservation Period and the Advertiser requests a change in the requested number of GRPs compared to the number of GRPs included in the binding order after the signing of the Broadcasting Contract, the MS will adjust the number of GRPs in the Broadcasting Contract, provided that the MS considers such adjustments to be compatible with its current offer, and the Advertiser shall pay to the MS a reservation surcharge equal to 40% of the amount of the difference between the GRPs in the binding order and in the signed Broadcasting Contract, based on an invoice issued by the MS. The GRP value will be calculated using the base CPP agreed in a Memorandum Confirming Price Conditions for a particular client of the Advertiser or in a Commercial Contract, provided such base CPP has been agreed; otherwise, the GRP value will be calculated using the CPP specified in the MS Sales Model **2024** published at obchod.markiza.sk.
- 3.1.6** If the Advertiser sends a binding order to the MS less than 24 hours before the Spot is to be broadcast, the MS will draft a Broadcasting Contract based on that binding order on the same day and send it to the e-mail address of the Advertiser's contact person. Once the draft Broadcasting Contract has been sent by the MS, a shortened reservation period for Media Commercial Communication airtime commences, which ends on the same day (hereinafter only referred to as "**Late Reservation**"). If the Advertiser fails to sign the Broadcasting Contract on the reservation day, it shall pay to the MS a reservation fee in the amount specified in paragraph 3.1.4.2 of the Contractual Terms and Conditions. Unless otherwise agreed between the Parties, the MS is entitled to charge the Advertiser a surcharge amounting to a percentage of the CPP specified in the Broadcasting Contract in the Programme Services for the given calendar month (hereinafter only referred to as "**Late Reservation Surcharge**").
- 3.1.7** The Advertiser is entitled to make binding adjustments to the advertising time of the ordered Media Commercial Communication during the Reservation Period only, provided that such adjustments are compatible with the current offer of advertising time on the relevant Markíza Group Programme Service and with the conditions contained below. The adjustments to the advertising time requested by the Advertiser will be incorporated by the MS in the Broadcasting Contract. For the avoidance of doubt, in the event that the Broadcasting Contract is adjusted in accordance with this paragraph, the Reservation Period referred to in paragraph 3.1.4 of the Contractual Terms and Conditions does not apply anew but the Advertiser's authorised person shall sign the Broadcasting Contract before the end of the original Reservation Period.

3.2 TELESHOPPING

If the binding order from the Advertiser meets the requirements specified in Article 3 of these Contractual Terms and Conditions, the MS shall accept the binding order within ten business days of its receipt by issuing a Broadcasting Contract.

3.3 SPONSORSHIP

If the binding order from the Advertiser meets the requirements specified in Article 3 of these Contractual Terms and Conditions, the MS shall accept the binding order within ten business days of its receipt by issuing a Broadcasting Contract.

3.4 COMMON PROVISIONS REGARDING THE MEDIA COMMERCIAL COMMUNICATION PURCHASE PROCESS

- 3.4.1** Once the MS accepts a binding order for PP from the Advertiser and/or the Advertiser's authorised person signs a Broadcasting Contract for advertising or teleshopping, or sponsorship, the agreed terms and conditions become binding on both Parties and the Advertiser cannot amend them unilaterally.
- 3.4.2** The MS reserves the right not to accept a PP binding order or not to enter into a Broadcasting Contract, Framework Contract or Commercial Contract with the Advertiser for Advertising, Teleshopping or Sponsorship, in particular in the following cases:

- a) if criminal proceedings have been initiated against the Advertiser;
- b) if bankruptcy proceedings against the Advertiser's assets have been declared or if there are reasonable grounds to assume that a petition for bankruptcy or restructuring proceedings will be brought against the Advertiser;
- c) if a petition for enforcement with respect to the Advertiser's assets has been filed by an eligible creditor;
- d) if the Advertiser has violated its obligations under the Contract or the Contractual Terms and Conditions in the previous course of performance (e.g., fails to pay invoices when and as due, or if its actions harm the MS's reputation);
- e) the MS cannot comply with the Advertiser's requirements included in the binding order for objective reasons (e.g., the advertising time is sold out);
- f) the MS believes that, given its origin, content or form, the broadcasting of a Spot or a Sponsor Message could result in:
 - i. a breach of generally binding laws and regulations, in particular Act No. 264//2022 Coll. on media services; Act No. 147/2001 Coll. on advertising and on amendments to certain acts; Act No. 250/2007 Coll. on consumer protection; Act No. 185/2015 Coll., the Copyright Act; Act No. 270/1995 Coll. on the state language of the Slovak Republic; the Commercial Code; the Civil Code; and the Constitution of the Slovak Republic;
 - ii. a breach of these Contractual Terms and Conditions;
 - iii. a violation of licensing conditions set out in the authorisations for the broadcasting of Programme Services;
 - iv. potential sanctions to be brought against the MS by third parties (e.g., right owners, government authorities, persons affected by unfair competition, etc.);
 - v. a violation of the MS's legitimate interests with respect to third parties, especially other broadcasters and other legal entities, especially in, but not limited to, cases where the Spot represents a Media Commercial Communication of an MS competitor or of an service competing with the MS service, including but not limited to, for example, a programme service, an on-demand audiovisual service, etc., or a service provided by a retransmission operator that is not at the same time a programme service retransmission provider;
 - vi. a conflict with good morals or the principles of fair business practice.

3.4.3 If, after the Broadcasting Contract (in the case of Advertising, Teleshopping or Sponsorship) was signed,

3.4.3.1 the Advertiser decides not to broadcast a Spot or Sponsor Message as delivered to the MS or if the Advertiser requests that an alternative Spot or Sponsor Message be broadcast and such change has no effect on the agreed price, the Advertiser shall request the MS in writing no later than five working days before the first broadcast of the Spot or the Sponsor Message to make that change, and deliver to the MS the alternative Spot or Sponsor Message within the period specified in paragraph 4.1 of the Contractual Terms and Conditions. If the Advertiser

- a. delivers the alternative Spot or Sponsor Message after the end of the period specified in paragraph 4.1 of the Contractual Terms and Conditions but not later than 24 hours before the first broadcast of the Spot or Sponsor Messages, the MS is entitled to charge a surcharge for the late delivery of the Spot or Sponsor Message (hereinafter referred to as "**Late Spot or Sponsor Message Delivery Surcharge**") in the amount specified in the Framework Contract or Commercial Contract; or
- b. fails to deliver the alternative Spot or Sponsor Message within the period specified in paragraph 4.1 of the Contractual Terms and Conditions, it will be considered a substantial breach of the Broadcasting Contract by the Advertiser and the MS will not be held liable for any non-performance (not broadcasting the Spot or Sponsor Message) resulting from the non-compliance with/breach of obligations of the Advertiser and the MS has the right to claim a

contractual penalty in the amount of 100% of the price for the broadcasting of the Spot or Sponsor Message in question. This is without prejudice to the MS's right to claim compensation for damage in excess of the contractual penalty.

3.4.3.2 the MS finds, on the basis of the documentation delivered in accordance with paragraph 4.1 of the Contractual Terms and Conditions, that the broadcasting of the Spot or Sponsored Message could lead to any of the circumstances referred to in paragraph 3.4.2(f) of the Contractual Terms and Conditions, but this situation could be remedied by replacing the defective Spot or Sponsor Message, the MS will request the Advertiser to deliver a modified or alternative Spot or Sponsor Message, which the Advertiser is obliged to deliver at least 36 hours before the first broadcast of the Spot or Sponsor Message in question. If the Advertiser fails to deliver the modified or alternative Spot or Sponsor Message

- i. at least 36 hours before the first broadcast of the Spot or Sponsor Message but delivers it at least 24 hours before the first broadcast, the MS is entitled to charge the **Late Spot or Sponsor Message Delivery Surcharge** in the amount specified in the Framework Contract or Commercial Contract; or
- ii. at least 24 hours before the first broadcast of the Spot or Sponsor Message, it will be considered a substantial breach of contract by the Advertiser. In such a case, the MS has the right not to broadcast the defective Spot or Sponsor Message and will not be held liable for any non-performance (not broadcasting the Spot or Sponsor Message) resulting from the non-compliance with/breach of obligations of the Advertiser and the MS has the right to claim a contractual penalty in the amount of 100% of the price for the broadcasting of the Spot or Sponsor Message in question. At the same time, the MS has the right to withdraw from the contract with immediate effect without being subject to any sanctions by the Advertiser. This is without prejudice to the MS's right to claim compensation for damage in excess of the contractual penalty.

3.4.4 If the Arbitration Committee of the Advertising Standards Council, a self-regulatory body of which the MS is a member (hereinafter only referred to as "**Committee**"), imposes any sanction against the MS for a failure to comply with the Optional Protocol to the Code of Ethics for Advertising Practice (hereinafter only referred to as "**Protocol**") or with the Code of Ethics, the MS has the right to proceed in accordance with the Committee's regulation (i.e., to terminate or discontinue the distribution of the Advertiser's Media Commercial Communication, or to request the Advertiser to modify the Media Commercial Communication within a set time limit). If the Spot can be modified and the Advertiser agrees to its modification, the MS will request the Advertiser to deliver a modified or alternative Spot or Sponsor Message, which the Advertiser shall deliver not later than 24 hours before the end of the time limit referred to in the previous sentence. If the Advertiser fails to deliver the alternative Spot or Sponsor Message at least 24 hours before the first broadcast of the Spot or Sponsor Message, it will be considered a substantial breach of contract by the Advertiser and the MS will proceed in accordance with paragraph 3.4.3.2(ii) of the Contractual Terms and Conditions.

4. CONDITIONS FOR INCLUSION OF SPOTS/SPONSOR MESSAGES INTO PROGRAMMING AND PRICE CONDITIONS

4.1 SPOTS AND SPONSOR MESSAGES

4.1.1 Campaign materials (i.e., Spot/Sponsor Message broadcast schedule, Spot/Sponsor Message documentation, delivery, i.e., the uploading of the Spot/Sponsor Message on the MS FTP server) must be delivered to the MS by the Advertiser at its own cost and risk not later than three working days before the launch of the Campaign by 9:00 to an e-mail address of the MS responsible person (a specific Advertising Centre traffic manager). For the purposes of these Contractual Terms and Conditions, the Spot/Sponsor Message is considered delivered when uploaded on the MS FTP server. The

Spots/Sponsor Messages must comply with the "Technical Requirements for Inclusion of Media Commercial Communication in the Broadcast of Programme Services" published at obchod.markiza.sk.

- 4.1.2** No later than when the Spot/Sponsor Message is uploaded on the FTP server, the Advertiser shall deliver, to the e-mail address of the MS responsible person (e-mail address of the specific Advertising Centre traffic manager), Spot/Sponsor Message documentation (including the e-mail address of the Advertiser's responsible person), duly completed and signed by the authorised person, for broadcasting on a specific Programme Service, including a written specification for broadcasting the Spot on the specific Programme Service where more than one Spot/Sponsor Message are delivered by the Advertiser. The documentation must include a list of music tracks used in the Spot/Sponsor Message, containing titles of the tracks used, including the name of the composer, lyricist, performer and the duration of the track used. If the Advertiser fails to deliver the duly completed Spot/Sponsor Message documentation to the MS, it will be considered a substantial breach of the Contract by the Advertiser. In such a case, the MS has the right not to broadcast the Spot/Sponsor Message and is not liable for any non-performance (i.e., not broadcasting the Spot) resulting from the non-compliance with/breach of obligations of the Advertiser and the MS has the right to claim a contractual penalty in the amount of 100% of the price for the broadcasting of the Spot or Sponsor Message in question. This is without prejudice to the MS's right to claim compensation for damage in excess of the contractual penalty.
- 4.1.3** The Advertiser is responsible for the accuracy and completeness of the information included in the delivered Spot/Sponsor Message in accordance with 4.1.2 of the Contractual Terms and Conditions. In the event that any claims are made against the MS by third parties as a result of any inaccuracies in the documentation, the Advertiser undertakes to pay the MS, against an invoice duly issued by the MS, a contractual penalty equal to the amount of any proven third-party claims by the due date specified on the invoice, which shall not be less than 30 days from the date of receipt by the Advertiser. The payment of the contractual penalty is without prejudice to the MS's right to claim compensation for damage in excess of the contractual penalty.
- 4.1.4** The MS has the right not to broadcast the Spot/Sponsor Message that has not been uploaded on the MS FTP server in accordance with paragraph 4.1.1 of the Contractual Terms and Conditions. Nevertheless, if the MS does broadcast the late delivered Spot/Sponsor Message, the MS shall not be held liable for any deficiencies in connection with the broadcasting thereof or for any damage, including any loss of profit, that may be incurred by the Advertiser or a third party.
- 4.1.5** Any breach of the Advertiser's obligations under paragraph 4.1.1 or 4.1.2 of the Contractual Terms and Conditions is considered a substantial breach of the Contract. In such a case, the MS has the right to withdraw from the Broadcasting Contract with immediate effect, as well as from all other contracts entered into between the MS and the Advertiser. This is without prejudice to the MS's right to claim compensation for damage in excess of the contractual penalty.
- 4.1.6** The MS has the exclusive right to distribute any Spots/Sponsor Messages it has produced for the Advertiser. Under a separate order placed by the Advertiser in writing no later than at the time of the binding purchase order for Advertising Time in a particular Programme Service, the MS will produce a Spot/Sponsor Message for the Advertiser to be broadcast exclusively in the Programme Services and/or will arrange for the Spot/Sponsor Message to be dubbed into Slovak so that it can be broadcast in the Programme Services. The Advertiser shall pay the MS the amount specified in the order confirmed by the MS for the production or dubbing of the Spot/Sponsor Message. If the produced or dubbed Spot/Sponsor Message is to be used by the Advertiser for purposes other than its broadcast in the Programme Services, the Advertiser shall pay the MS for the production or dubbing of that Spot/Sponsor Message an amount agreed between the MS and the Advertiser in a separate contract. The amount agreed in the separate contract will also include payments to creative personnel involved in the production or dubbing of the Spot/Sponsor Message for use outside the broadcast of the Programme Services, subject to the limitations set out in the relevant provisions of the Copyright Act.
- 4.1.7** If any changes occur in the scheduled programming of the Programme Service, the Advertiser will only pay for the advertising actually broadcast. The MS has the right to broadcast the Spots whose positioning have been specified in advance even during unscheduled programming, provided that the

Campaign's media parameters under the particular Broadcasting Contract (Predicted Rating) are observed. For time and programming related reasons, the MS has the right to broadcast also other, technological Spots outside the fixed programming schedule. The broadcast of such Spots fully depends on the MS's operational possibilities and their time schedule will be specified in the Broadcasting Contract signed between the MS and the Advertiser. Where this is the case, the total price of the Campaign specified in the Broadcasting Contract between the MS and the Advertiser covers the broadcasting of all Spots, including the technological Spots, the price of which, due to their nature, will not be specified separately in the Broadcasting Contract.

- 4.1.8** If the Advertiser fails to observe the contractually confirmed duration of the Spot/Sponsor Message, the MS has the right not to broadcast such Spot/Sponsor Message, but the Advertiser is obliged to pay for the Advertising Time agreed under the Contract. If the agreed duration of the Spot/Sponsor Message is exceeded, the MS has the right to charge for that Spot/Sponsor Message the price applicable to the next longer spot duration in accordance with the price index.
- 4.1.9** The MS reserves the right to change the Predicted Ratings of advertising breaks no later than five working days after their publication in the programme for the planning and evaluation of TV Advertising Campaigns. The MS shall notify such change to all affected Advertisers by an e-mail message delivered to the address of the Advertiser's contact person.
- 4.1.10** If there are more Broadcasting Contracts created for any Spot/Sponsor Message in a given month, the MS shall deliver to the Advertiser 100% of the GRPs ordered, the total number of which will be equal to the sum of the ordered GRPs included in all Broadcasting Contracts created for that Spot/Sponsor Message in the given month.
- 4.1.11** If, following the evaluation of the relevant month of the Campaign, the MS finds that, with respect to the combined Spots/Sponsor Messages, the Campaign for the Advertiser's client was overdelivered or underdelivered in the evaluated month in terms of the number of agreed GRPs and the Advertiser has placed another order for the same client also for the next calendar month, the MS may reflect such over-delivery or under-delivery by providing the Advertiser, in the next calendar month, with GRPs reduced by the number of GRPs that were overdelivered in the previous month, or with GRPs increased by the number of GRPs that were underdelivered in the previous month in accordance with this paragraph of the Contractual Terms and Conditions, unless otherwise agreed with the Advertiser. The procedure specified in the previous sentence has no effect on the scope of provided services and on the price of services agreed in the Broadcasting Contract. The price of performance set out in the Broadcasting Contract is calculated based on the Predicted Ratings. If the Advertiser has not placed another order for the same client for the next calendar month, the price of performance will be reduced in proportion to non-delivered GRPs if the total required number of GRPs was not delivered. The scope of services agreed in the Broadcasting Contract remains unchanged.

4.2 CONTENT REQUIREMENTS FOR SPONSOR MESSAGES

- 4.2.1** The Sponsor Message must include identification of the sponsor – Advertiser, including the name, business name in the case of a legal person, or the first and surname in the case of a natural person, or a logo of the sponsor. or a reference to the sponsor's product or service.
- 4.2.2** The Sponsor Message must be broadcast at the beginning of a sponsored programme, in the opening credits, during the programme, after its interruption, in the closing credits, or at the end of the programme. It means that the Sponsor Message must be broadcast at least twice during the sponsored programme.
- 4.2.3** The Sponsor Message shall not include various advertising slogans or elements of the Advertiser's Advertising Campaign. The Sponsor Message may include one of the known products, services and/or a trademark of the sponsor – Advertiser. The Sponsor Message cannot be produced by editing an existing Spot.

- 4.2.4** Slogans or animations may only be used in the Sponsor Message if they have not been used as part of another Advertising Campaign run in Slovakia. The only exemption are advertising slogans that are registered as a trademark by the Industrial Property Office of the Slovak Republic.
- 4.2.5** The Sponsor Message may refer to (display) one or more products or services of the Advertiser, if the Sponsor Message is used solely for the identification of the sponsor – Advertiser, or to highlight the relationship between the programme and its sponsorship.
- 4.2.6** The Sponsor Messages broadcast during the single programme do not need to have identical content (first message – one product, second message – another product, etc.).
- 4.2.7** The Sponsor Message must identify the sponsor – Advertiser and its connection with the sponsored programme (in picture or sound). The primary function of the Sponsor Message is to provide information, i.e., the aim is to inform the viewers that the programme is sponsored and to enable them to identify the sponsor.
- 4.2.8** The Sponsor Message shall not contain any typical advertising elements that clearly promote, directly or indirectly, the sponsor – Advertiser, its products or services. These include both visual and verbal promotion, especially positive reviews, expressive language, slogans used in commercials or quotes from commercials. The Sponsor Message shall not specify or advertise any features of the product, including positive reviews of the sponsor, its products or services.
- 4.2.9** The Sponsor Messages may contain the sponsor's contact information, such as its phone number, fax number, e-mail address, or website address, but they shall not encourage viewers to contact the sponsor – Advertiser.

4.3 PRICE CONDITIONS

The MS broadcasts Spots during advertising breaks included in the pricelist of advertising for a particular Programme Service (hereinafter only referred to as "**Pricelist**") and on the positions within the advertising break as specified in the Broadcast Contract. The MS observes the agreed broadcast of Spots/Sponsor Messages with the exception of changes in programming. The prices in the Pricelist are given exclusive of VAT. Invoice amounts are subject to VAT at the applicable rate.

The price of broadcasting the Media Commercial Communication is based either on the valid Pricelist or on the agreement between the MS and the Advertiser concluded in the form of a Commercial Contract or Framework Contract (i.e., based on a Memorandum Confirming Price Conditions of a particular client of the Advertiser in the case of agencies). The Memorandum Confirming Price Conditions for a particular client of the Advertiser follows from negotiations between the MS and the Advertiser, taking into account the conditions of previous cooperation with the Advertiser. Where the Advertiser representing the client has changed compared to the previous period, or if the client is contracted directly by entering into a Commercial Contract, the price is determined based on the Pricelist, irrespective of the conditions agreed in the previous period.

In order to set the base CPP for a given calendar year, account may be taken of the budget consisting of the sum of budgets of members of a single Group (hereinafter only referred to as "**Aggregate Budget**"). The size of Aggregate Budget is not used for individual Group members to determine discounts on revenues from the Framework Contract or any other form of discount. **Group** consists of two or more persons that hold, directly or indirectly, more than 35% of the share capital or other form of ownership interests of each other (hereinafter only referred to as "**Group**"). Their interest in applying the Aggregate Budget in order to determine the base CPP for a given calendar year, along with the prediction of the size of the Aggregate Budget and the identification of the Group members, must be notified by the Group members to the MS no later than (i) by 31 January 2023, or (ii) before a Group member enters into a Commercial Contract or Memorandum Confirming Price Conditions with the MS for the first time in the given calendar year. If a Group member notifies the MS of its interest in applying the Aggregate Budget in order to determine the base CPP for the given calendar year after the dates specified under (i) or (ii) in the previous sentence, the MS has no obligation to accept such a request

and to use the Aggregate Budget to determine the base CPP for the given calendar year. In such a case, the MS may offer the Group member, if interested, the same conditions as have been confirmed or agreed with other members of the same Group with respect to the base CPP.

The price of services related to running a Campaign in public interest is specified in a sales model (hereinafter only referred to as "**Services Pricelist**") published at obchod.markiza.sk. Any changes in the Pricelist shall be published by the MS at obchod.markiza.sk two weeks before its effective date. The change in the Pricelist has no effect on the price agreed in a bilaterally signed contract (Broadcasting, Framework or Commercial Contract) or in an order confirmed by the MS.

4.3.1 SURCHARGES

Surcharges for the position in advertising breaks:

- a. The MS will add a 40% surcharge to the price of the Spot requested to be placed first in the advertising break.
- b. The MS will add a 35% surcharge to the price of the Spot requested to be placed last in the advertising break.
- c. The MS will add a 30% surcharge to the price of the Spot requested to be placed second in the advertising break.
- d. The MS will add a 25% surcharge to the price of the Spot requested to be placed next-to-last in the advertising break.
- e. The MS will add a 20% surcharge to the price of the Spot requested to be placed on the third or subsequent position in the advertising break.
- f. For the placement of the second part of the Spot in the same advertising break, the MS will add a surcharge in the amount defined in paragraph 4.3.2 "Tandem Spot Price Index" of this article.

DOUBLEBRAND surcharge – If a Spot or Sponsor Message also contains an image or mention of a product, service, name or logo of an entity other than the Advertiser (or the client, if the Advertiser is an agency), the MS has the right to charge an applicable surcharge. In the case of Spots, a 25% surcharge will be added to the price applicable to the broadcast of the specific Spot for each product, service, name or logo of another entity that appears for up to five seconds in a 30-second Spot, or other proportionate time in a Spot of shorter duration. In the case of Sponsor Messages, the MS will add a 25% surcharge to the price applicable to the broadcasting of the specific Sponsor Message for each product, service, name or logo of another entity appearing in that message. If the presentation is longer than that, the surcharge amount will be determined by the MS by agreement with the Advertiser.

Sport broadcast surcharge – is a surcharge of % of the price of the Spot placed in an advertising break before, during or after a sport broadcast on the Programme Services defined in the Framework or Commercial Contract.

Exclusivity surcharge – is a surcharge for product (not segment) exclusivity within the advertising break. Product exclusivity may be granted by the MS to the Advertiser only on the basis of prior written agreement. In such a case, the specific percentage (%) is included in the Framework or Commercial Contract.

Late Reservation Surcharge (paragraph 3.1.6 of the Contractual Terms and Conditions) – is the specific percentage (%) included in the Framework or Commercial Contract which is applied from CPP in accordance with the Broadcasting Contract for the given calendar month.

Late Spot or Sponsor Message Delivery Surcharge (paragraph 3.4.3 of the Contractual Terms and Conditions) – is the specific percentage (%) included in the Framework or Commercial Contract which is applied from CPP in accordance with the Broadcasting Contract for the given calendar month.

TOP break surcharge – is a specific percentage (%) included in the Framework or Commercial Contract, which is added to the PT CPP.

Surcharges for Sponsor Messages, Product Placement and on-demand Spot placement

- The MS will add a 20% surcharge to the price applicable to the broadcast of the specific Sponsor Message. In the case of Sponsor Messages in the form of injection (a virtual banner), the MS will add a 40% surcharge to the price applicable to the broadcast of the Sponsor Message.
- Product Placement in selected shows is charged by the MS according to a separate calculation based on the type of Product Placement and viewership of the given show.
- For the on-demand Spot placement in a selected advertising break with a rotation of two or more Spots, the MS will add a 5% surcharge to the price applicable to the broadcast of the Spot stated in the Broadcasting Contract.

4.3.2 PRICE INDICES – advertising

Price index for Spots of various lengths:

Spot length	10" or less	15"	20"	25"	30"	35"	40"	45"	50"	55"	60"
Price index	50%	75%	90%	95%	100%	125%	145%	160%	180%	190%	200%

Tandem Spot price index:

Cumulative length	15"	20"	25"	30"	35"	40"	45"	50"	55"	60"
Price index	85%	95%	110%	125%	135%	150%	160%	180%	190%	200%

4.3.3 CAMPAIGN EXECUTION SERVICES:

Campaign execution services include:

- a) media planning of the Advertiser’s campaigns, i.e., a written Media Plan prepared in accordance with the Advertiser’s requirements, delivered to the Advertiser prior to the conclusion of a Broadcasting Contract or confirmation of its order by the MS;
- b) evaluation of media activities – a postbuy analysis of the Advertiser’s campaign based on the results of a viewership measurement, always delivered to the Advertiser at the end of the relevant month in accordance with a specific Broadcasting Contract or an order confirmed by the MS.
- c) provision of information about the viewership of Programme Services and traffic to the MS internet portals, including related services.

Documents delivered in the context of campaign execution services shall be delivered in person, by registered mail or by e-mail messages sent to the address of the Advertiser’s contact person. The Advertiser acknowledges and agrees that the fee for campaign execution is included in the invoiced price calculated after the Campaign has been broadcast and amounts to 10% of that price.

5. TERMS OF PAYMENT AND INVOICING

- 5.1** All payments shall be made against an invoice issued by the MS. Invoices shall be issued, and payments shall be made in euros, unless a different currency has been agreed in a Contract.
- 5.2** The MS usually issues invoices on a monthly basis. The Advertiser is obliged to pay each invoice within 21 days of its date of issue, unless otherwise agreed by the Parties in a Contract. In the event of the Advertiser's delay in payment of the price due, the MS has the right to claim, and the Advertiser has the obligation to pay a late payment interest of 0.06% of the amount due for each commenced day of delay. An overview of the actual execution of the commissioned Campaign forms an integral annex to the invoice. Any written comments on the invoice must be submitted by the Advertiser to the MS within five days of the date of receipt of the invoice, otherwise the MS considers the invoice to have been accepted by the Advertiser.
- 5.3** Prior to the launch of any Media Commercial Communication, the MS will request any new Advertiser and/or any Advertiser that has not bought any Media Commercial Communication in the previous calendar year to make advance payments at least during the first three calendar months of cooperation. Unless otherwise agreed, the Advertiser shall pay the contractually agreed price for the given month in advance, no later than five working days before the start of the Media Commercial Communication in the given month. If the Advertiser fails to pay the price within the time limit specified in this paragraph, it will be considered a substantial breach of contract by the Advertiser and the MS has the right to withdraw from the Contract, as well as from all other contracts entered into between the MS and the Advertiser. This is without prejudice to the MS's right to claim compensation for damage.
- 5.4** The MS has the right to request payment from the Advertiser prior to the start of the Media Commercial Communication. Unless otherwise agreed, the Advertiser shall pay the contractually agreed price in advance, no later than five working days before the start of the Media Commercial Communication. If the Advertiser fails to pay the price in accordance with this paragraph, it will be considered a substantial breach of contract by the Advertiser and the MS has the right to withdraw from the Contract, as well as from all other contracts entered into between the MS and the Advertiser. This is without prejudice to the MS's right to claim compensation for damage.
- 5.5** The MS has the right to end the broadcasting of the Media Commercial Communication and withdraw from a specific Contract, as well as from all other contracts entered into between the MS and the Advertiser, if the Advertiser does not comply with its financial and other contractual obligations towards the MS, including those arising from any other contractual relationship entered into with the MS. In such a case, the MS will request the Advertiser to remedy the situation, and if the Advertiser fails to do so within a reasonable period of time granted to it to comply with its obligations, the MS has the right to withdraw from the Contract and from all other contracts entered into between the MS and the Advertiser. The withdrawal becomes effective upon expiry of the time granted. However, the Advertiser remains obliged to pay the MS all due amounts, along with any compensation of damage and additional expenses incurred by the MS as a result of ending the broadcasting.
- 5.6** The invoice is considered to have been paid on the day on which the amount due is credited to the MS's bank account.
- 5.7** All bank charges and fees of correspondent banks and the Advertiser's bank are borne by the Advertiser.

6. LIABILITY

- 6.1** The Advertiser is fully responsible for the content of a Spot or Sponsor Message. The Advertiser agrees to provide a Spot/Sponsor Message to be broadcast in a specific Programme Service, the content, form and design of which comply with the applicable legislation of the Slovak Republic, as well as with the MS's requirements and license conditions, and which does not infringe any third-party rights. In particular, the Advertiser shall comply with the provisions of the Media Services Act (Act No. 264/2022 Coll.); Act No. 147/2001 Coll., on advertising and on amendments to certain acts; Act No. 250/2007 Coll., on consumer protection; Act No. 185/2015 Coll., the Copyright Act; Act No. 270/1995 Coll., on the state

language of the Slovak Republic; the Commercial Code; the Civil Code; and the Constitution of the Slovak Republic. In the event of financial claims being made against the MS by third parties as a result of the Spot/Sponsor Message being in breach of the above legislation, the Advertiser undertakes to pay the MS an amount equal to the sum of all costs, including financial claims, claimed by the third party from the MS and the costs incurred by the MS in connection with such claims. This is without prejudice to the MS's right to claim compensation for damage.

If the content of the Spot promotes

- a) a medicinal product, the Advertiser shall submit the Spot to be broadcast in a specific Programme Service, the content of which complies with the relevant provisions of the Media Services Act, as amended, and contains the following warning text: **"Read carefully the information about the correct use of the medicinal product contained in the patient information leaflet before use."**
- b) a traditional herbal medicinal product, the Advertiser shall submit the Spot to be broadcast in a specific Programme Service, the content of which complies with the relevant provisions of the Media Services Act, as amended, and contains the following warning text: **"A traditional herbal medicinal product intended for indications verified by long-term use only."**

Warnings in advertisements for medicinal products or traditional herbal medicinal products must be displayed over a period of 0.5 seconds per word, but always for a minimum of eight seconds in total. The size of the warning text displayed must be large enough to be clearly read by viewers; the recommended size and type of font are specified in the Technical Requirements for Inclusion of Media Commercial Communication in the Broadcast of Programme Services. At the same time, the warning text must be displayed in clear contrast to the background image of the Spot so that it can be clearly read by viewers. If the advertisement for medicinal products or traditional herbal medicinal products contains any other text in addition to the warning text specified in these Contractual Terms and Conditions (hereinafter only referred to as **"Additional Text"**), the aforementioned requirements regarding the size and type of font fully apply to the entire text displayed in the advertisement, including the Additional Text. At the same time, the Advertiser is obliged to extend the display time of the warning, including the Additional Text, to reflect the number of words of the Additional Text in order to comply with the requirement contained in the first sentence of this paragraph. The warning must always be placed before the Additional Text. In the event of financial claims being made against the MS by third parties as a result of the Spot promoting medicinal products being in breach of the above text and/or the applicable legislation, the Advertiser undertakes to pay the MS an amount equal to the financial claim made, including the costs incurred in connection with such claim. This is without prejudice to the MS's right to claim compensation for damage.

- 6.2** By entering into the Contract, the Advertiser warrants to have obtained all necessary consents to use the Spot/Sponsor Message from any third persons involved in the production of the Spot/Sponsor Message and have settled any financial obligations with respect to all intangible property rights in connection with the use of the Spot/Sponsor Message in order to indemnify the MS against such any such settlement in the future. The advertiser undertakes to indemnify the MS against all claims of whatever nature that may be made against the MS by third parties in connection with the broadcast of the Spot/Sponsorship Message. If any claims are made against the MS in connection with provisions of competition law, unfair competition law, general personal rights, copyrights and copyright-related rights, industrial property and labelling rights, the Advertiser also undertakes to compensate the MS for any costs it may incur in connection with the enforcement of third-party rights. This is without prejudice to the MS's right to claim compensation for damage.
- 6.3** The Advertiser undertakes to obtain, prior to the signing of the Contract, all necessary consents from any third party involved in the production of the Spot in order to insert an MS timer in the Spot (i.e., a countdown to the end of a specific advertising break). The Advertiser undertakes to settle any financial obligations with respect to all intangible property rights in connection with the editing of the Sport for the time of its broadcast in order to indemnify the MS against any such settlement in the future. The advertiser undertakes to indemnify the MS against all claims of whatever nature that may be made against the MS

by third parties in connection with the broadcast of the Spot into which the timer has been inserted. If any claims are made against the MS in connection with provisions of competition law, unfair competition law, general personal rights, copyrights and copyright-related rights, industrial property and labelling rights, the Advertiser also undertakes to compensate the MS for any costs it may incur in connection with the enforcement of third-party rights. This is without prejudice to the MS's right to claim compensation for damage.

- 6.4** The MS shall indemnify the Advertiser for all foreseeable damage suffered by the Advertiser as a result of or in connection with the MS's failure to perform any of its obligations under the Broadcasting Contract or applicable legislation; such damages shall exclude any loss of profits, indirect and consequential damage, including without limitation damages arising from loss of profits, loss of revenue, loss to the Advertiser arising from claims by other suppliers/clients, loss of production, loss of finance, loss or denial of opportunity, loss of access to markets, loss of goodwill, loss of business reputation or future reputation, damage to credit rating or any similar losses. For the avoidance of doubt, the MS does not anticipate that it could cause actual damage to the Advertiser which would exceed 100% of the amount for unaired Spots, Sponsor Messages, or PP. The provisions of Sections 379 and 385 of the Commercial Code shall not apply.
- 6.5** The MS shall not be liable for any failure to perform or delay in performing any of its obligations under the Broadcasting Contract, in particular as a result of force majeure and circumstances excluding liability, failures of communications services, technical broadcasting failures, failure or shortage of electricity supply, compliance with legislation or licence conditions, including compliance with statutory obligations, such as the provision of information to the public, industrial disputes or other events.

7. EARLY TERMINATION OF THE CONTRACT

- 7.1** The Advertiser is entitled to withdraw from the Contract only for the reasons provided for by law in accordance with the provisions of the Commercial Code, as amended. Withdrawal must be made in writing and becomes effective on the date on which the written notice of withdrawal is delivered to the MS.
- 7.2** If the Media Commercial Communication has not yet been broadcast, the Advertiser may unilaterally cancel the Broadcasting Contract or confirmed order by paying a cancellation fee. If the Advertiser exercises its right to unilaterally cancel the Broadcasting Contract or confirmed order
- 7.2.1 more than 15 days prior to the scheduled broadcasting, the Advertiser shall pay the MS a cancellation fee in the amount of 50% of the price;
 - 7.2.2 between 10 days to 15 days (inclusive) prior to the scheduled broadcasting, the Advertiser shall pay the MS a cancellation fee in the amount of 70% of the price;
 - 7.2.3 less than 10 days prior to the scheduled broadcasting, the Advertiser shall pay the MS a cancellation fee in the amount of 100% of the price.
- The MS will confirm the cancellation of the relevant Media Commercial Communication to the Advertiser in writing. The confirmation will also serve as a document in connection with any disputes regarding the invoicing of the cancellation fee.
- 7.3** The MS is entitled to withdraw from the Contract for the reasons provided for by law in accordance with the provisions of the Commercial Code, as well as in the cases specified in these Contractual Terms and Conditions. Withdrawal must be made in writing and becomes effective on the date on which the written notice of withdrawal is delivered to the Advertiser, unless otherwise agreed in the Contract or provided for by law.

8. OTHER PROVISIONS

- 8.1** Throughout the term of the Contract with the MS, the Advertiser shall notify the MS in writing within three days of all changes regarding its business name, registered office or place of business, line of business, statutory bodies, including the way in which they represent the Advertiser vis-à-vis third parties, ownership interest, entering into an agreement on the transfer of the undertaking or part of the

undertaking, entering into liquidation, commencement of enforcement proceedings against the assets of the Advertiser, and commencement of proceedings under Act No. 7/2005 Coll. on bankruptcy and restructuring. The Advertiser shall also notify the MS in writing of the date of cancellation of its registration as a VAT payer and the date of its registration as a VAT payer, immediately after such event occurs. A foreign Advertiser shall immediately notify the MS of the creation and termination of a permanent establishment within the meaning of Act No. 595/2003 Coll. and a relevant double tax avoidance agreement, the creation and termination of a business establishment within the meaning of Act No. 222/2004 Coll., and/or of a place of business of such a foreign person. A failure to comply with this obligation is considered a substantial breach of the Contract.

- 8.2** The MS's obligations to the Advertiser arising from the Contract are only those that are expressly set out in the Contract and these Contractual Terms and Conditions. The MS excludes any and all warranties, undertakings or guarantees which may be implied from the context of these Contractual Terms and Conditions or the Contract, or which may have been relied upon by the Parties in connection with negotiations held prior to the conclusion of the Contract.
- 8.3** The Advertiser is not entitled to assign any rights and obligations arising out of the Contract or these Contractual Terms and Conditions to any third party.
- 8.4** All documents to be served for the purposes of the Contract and these Contractual Terms and Conditions must be delivered either in person, by electronic mail, or by registered mail. Documents concerning the termination of the Contract, contractual penalties and compensations for damage must be delivered either in person or by registered mail. A document is deemed to have been delivered even if the receiving party has refused to accept it, and the date of delivery shall be the date of such refusal. Documents sent by mail are deemed to have been delivered three days after they have been sent; documents sent by electronic mail are deemed to have been delivered upon confirmation of receipt by the addressee.

9. FINAL PROVISIONS

- 9.1** These Contractual Terms and Conditions and the Contract, including relevant annexes, constitute an entire, complete mutual agreement between the MS and the Advertiser concerning the performance specified in the Contract.
- 9.2** These Contractual Terms and Conditions, the Contract and the relations arising from or in connection with the Contract have been entered into in accordance with the relevant provisions of the Commercial Code, as amended, the Media Services Act, as amended, and other generally binding laws and regulations applicable in the Slovak Republic.
- 9.3** All disputes that may arise out of this Contract and the Contractual Terms and Conditions, including disputes over its validity, interpretation, or termination, shall be resolved by competent Slovak courts.
- 9.4** The Contractual Terms and Conditions may only be amended by agreement of the Parties in the form of provisions in the Contract of which the Contractual Terms and Conditions form part, unless amendments result from applicable legislation or decisions of regulatory/co-regulatory authorities or self-regulatory bodies of which the MS is a member.
- 9.5** If any provision of the Contractual Terms and Conditions is or becomes invalid, the remaining provisions of the Contractual Terms and Conditions remain in full effect.
- 9.6** The application of the Advertiser's general terms and conditions or any other general terms and conditions is hereby expressly excluded, unless the MS and the Advertiser agree otherwise in writing.
- 9.7** The Advertiser has read, agrees to and will comply with these Contractual Terms and Conditions. The Advertiser accepts the amount of the fees and penalties set forth in these Contractual Terms and Conditions and confirms that, from its point of view, they are not contrary to good morals.

These Contractual Terms and Conditions come into effect on **1 January 2024**.