

GENERAL TERMS AND CONDITIONS

Media STVR, s.r.o. with the registered office at Mýtna 1, 817 55 Bratislava, registered in the Business Register kept by the Municipal Court Bratislava III, Section: Sro, File No.: 38558/B (hereinafter referred to as "Media STVR"), **as a limited liability company is, under the Commission Agreement concluded between Media STVR and Slovenská televízia a rozhlas (STVR), the exclusive entity for concluding contracts the subject of which is the broadcasting of media commercial communication on the programme services of STVR / organisational unit Slovenská televízia (hereinafter referred to as "OZ STV") and organisational unit Slovenský rozhlas (hereinafter referred to as "OZ SRo"), in all forms of technical dissemination, even those currently unknown.**

All orders as well as contracts shall be subject to and governed by these General Terms and Conditions (hereinafter referred to as "GTC"). **By sending an order or signing a contract, the Sponsor declares that it has read these GTC, is familiar with their contents, understands them and undertakes to comply with them.** The Sponsor also declares that it agrees with the agreed penalties (e.g. contractual penalties, late payment interest) and their amount, cancellation fee, or other compensations specified herein and confirms that from the Sponsor's point of view, they are not contrary to good morals.

DEFINITION OF CERTAIN TERMS

MEDIA COMMERCIAL COMMUNICATION (MCC) means audio, visual or audio-visual information that directly or indirectly promotes the goods, services or reputation of a person engaged in an economic activity and is provided as part of or accompanying a programme for remuneration or similar consideration or for self-promotional purposes. Media Commercial Communication includes, in particular, advertising announcement, teleshopping, sponsorship and product placement. The Media Commercial Communication shall last at least 3 seconds;

ADVERTISING ANNOUNCEMENT means any public communication broadcast for remuneration or other similar consideration, including self-promotion, intended to promote the sale, purchase or lease of goods or services, including real estate, rights and obligations, or to achieve any other effect pursued by the Sponsor or broadcaster of the Advertising Announcement;

ADVERTISING CAMPAIGN means the broadcast/placement of the MCC on television or radio programme services in a volume, scope and time specified in advance by the Sponsor;

TELESHOPPING means a direct offer broadcast to the public to provide goods or services, including real estate, rights and obligations, for remuneration;

SPONSORSHIP means any performance provided by the Sponsor that is intended to directly or indirectly finance a programme, programme service for the purpose of promoting the name or business name, trademark, reputation, goods or activities of the Sponsor;

PRODUCT PLACEMENT means audio, visual or audio-visual information about a product, service or trademark included in a programme for remuneration or other similar consideration;

ADVERTISING ANNOUNCEMENT (OZ SRo) is read information that relates to various events taking place at a specific date and time. A monologue, dialogue, skit or sound effects may not be used in announcement. The announcement is always read in one voice and in a standard tone of voice, without emotional colouring, and uses the standard background music of the radio station concerned;

RADIO ADVERTISING SPOT (OZ SRo) is a time slot for the presentation of the Sponsor or its product, in which the background is used according to the Sponsor's wishes, there is the possibility of using various visual, image and sound effects and it is included in the advertising block;

TELEVISION ADVERTISING SPOT (OZ STV) is a time slot for the presentation of the Sponsor or its product, in which the background is used according to the Sponsor's wishes, there is a possibility of using various visual, image and sound effects and it is included in the advertising block;

ADVERTISING COMPETITION (OZ SRo) means a programme competition in which mention is made of the prize of the Sponsor to be awarded to the winner of the competition and of the entity awarding the prize;

AGENCY means a Sponsor whose business is primarily advertising and marketing services or intermediation of the sale of advertising for its clients;

CAMPAIGN MEDIA (PRICE LIST) VALUE means the basic (gross) value of the MCC broadcast as set out in the current price list, without taking into account any discounts;

NET CAMPAIGN VALUE is the value of broadcast/placement of the MCC after adding surcharges (if any), deducting discounts, before agency discount and advance payment discount;

NET NET CAMPAIGN VALUE is the value of the broadcast/placement of the MCC on the basis of the accepted order or concluded contract after adding surcharges (if any), deducting discounts, agency discount, advance payment discount and excluding VAT.

ADVANCE PAYMENT DISCOUNT is a discount for payment in advance, which is credited to Media STVR's account at least 3 working days before the first broadcast/placement of the MCC.

Unless the nature of the text of the GTC implies otherwise and the term broadcaster(s) is used in these GTC, it means OZ Slovenský rozhlas and/or OZ Slovenská televízia, if the term broadcast is used it means the inclusion of the MCC in the broadcast. Unless the nature of the text of the GTC implies otherwise and a specific broadcaster is mentioned in a clause or article, the terms and conditions set out in that clause or article shall apply only to that specific broadcaster.

1. CONDITIONS FOR ACCEPTING ORDERS

1.1 Media STVR accepts binding orders (by post, courier, or email) from natural persons and legal entities, including agencies acting on behalf of their individual clients (in the text of the GTC also referred to as the "Sponsors"). This method of delivery shall also apply between the parties in other cases, unless otherwise expressly stated or unless otherwise follows from the nature of the matter. The Sponsor acknowledges that it is bound by the order sent to Media STVR at the moment of delivery thereof to Media STVR. An order may be accepted provided that it contains:

- business name, registration in the Business Register of the Slovak Republic (or in the Trade Register of the Slovak Republic), registered office of the company, name of the person authorised to act on behalf of the company;
- company identification number, VAT ID number (or tax ID number);
- bank details, account number
- postal address of the Sponsor, if different from the Sponsor's registered office;
- name of the contact person authorised to communicate on behalf of the Sponsor and to make binding requests for the broadcast of the MCC (telephone number, fax, mobile, email address);
- date of issue, signature and stamp of the Sponsor or the responsible representative;
- specification of the specific form of the MCC (in particular the title of the campaign, indication of the subject of the MCC; SRo/STV programme service, booking of airtime - period of the MCC broadcast, volume, footage, number of GRPs ordered, financial budget, request for placement of spots, identification of any requested positions, information on multiple clients/products in the spot);
- precise details of the medium used, its name and deployment.

If the Sponsor is an Agency, the order must include the identification of the client as described above. The Agency must also enclose to the order an exclusive written authorization to order the MCC, issued by the Agency's specific client for this purpose, specifying the subject covered.

Upon Media STVR's request, the Sponsor shall be required to provide an original/notarised copy of a current extract from the Business Register or Trade Register or other proof of registration of the Sponsor, which shall not be older than 3 months.

In case the Sponsor has concluded a separate Framework Agreement on cooperation with Media STVR, it is also possible to send an order that does not contain all the above information, however, it must be clear from its content who the Sponsor is and what it is requesting.

The order must be duly signed by the Sponsor, namely by the person authorised to act on behalf of the Sponsor or by the person whose authority derives from their position. The Sponsor acknowledges that if the order is not signed by the person specified in the preceding sentence, the order must be accompanied by a written power of attorney with an officially certified signature, the contents of which must make it clear that the authorised person has the right to act towards Media STVR for the purpose of placing the order or signing the contract in accordance with these GTC. By placing the order, the Sponsor confirms that the person who placed or signed the order was authorised to do so on behalf of the Sponsor. Individual employees of Media STVR whose job position so requires may also accept an order or sign a contract on behalf of Media STVR.

1.2 The MCC airtimes thus booked or ordered may not be exchanged between the Sponsor or their clients without the prior consent of Media STVR.

1.3 The Sponsor undertakes to provide Media STVR with the MCC, the content and processing of which is in accordance with the applicable legal standards of the Slovak Republic, requirements in terms of language use, ethics and regulations relating to broadcasting, in particular in terms of the Media Services Act, the Advertising Act, the Commercial Code, the Civil Code, etc. The Sponsor is fully responsible for the linguistic content of the MCC and undertakes to indemnify any sanctions (including fines) applied to Media STVR or broadcasters as a result of breaches of generally binding legislation governing the use of language. In the event that the MCC does not meet the technical requirements for its broadcast or its processing is not suitable for broadcast, Media STVR may reject the MCC provided. In the event of rejection of the MCC, the Sponsor undertakes to deliver a new MCC or may request Media STVR to produce it.

The Sponsor shall deliver the MCC with full information value in accordance with the technical conditions laid down by a specific broadcaster.

1.4 **No later than along with the MCC, the Sponsor undertakes to deliver to Media STVR a written Accompanying Documentation of the works, voices used in the MCC, including the title of the musical composition (music) used, the author of the musical composition/lyrics, the performer and the duration of the musical composition used.** The Accompanying Documentation shall also include a declaration by the Sponsor of the settlement of all copyrights or rights to intangible assets related to the MCC, its content and production (in particular, consent to the use of recorded personal expressions of a natural person/recorded artistic performances, consent of the producer to the use of an audio-visual or visual recording produced by a third party for the purpose of the production and broadcasting of the MCC). **Media STVR or the broadcasters shall not be liable for the failure of the Sponsor to settle the above rights.** In the event that the Sponsor

fails to deliver the duly completed Accompanying Documentation to Media STVR's registered office in due time (unless otherwise demonstrably agreed by the Parties in advance), Media STVR may withdraw from the concluded contract or the accepted (confirmed) order, with the proviso that Media STVR shall be under no obligation to broadcast the MCC. Notwithstanding of the content of the preceding sentence, Media STVR may demand payment of a contractual penalty from the Sponsor in the amount of the price of the contracted scope of the MCC broadcast. The contractual penalty shall be payable within 3 days of Media STVR's demand for payment. The contractual penalty clause shall be without prejudice to the right to damages in its entirety.

By sending (submitting) the order or signing the contract, the Sponsor represents and confirms that it has paid in full all fees, remuneration and operating royalties and has settled any claims relating to copyright or rights to intangible assets (in relation to the MCC and its content). Upon Media STVR's request, the Sponsor shall prove these facts at any time without undue delay with original documents. Media STVR may also request, without undue delay, proof that the MCC and its content comply with the legislation governing the use of language (both national and minority languages). If the Sponsor fails to deliver the required documents to the registered office of Media STVR without undue delay, Media STVR may withdraw from the contract concluded or the order already received, with the proviso that Media STVR shall not be obliged to broadcast the MCC. Notwithstanding the content of the preceding sentence, Media STVR may demand payment of a contractual penalty in the amount of the price of the contracted scope of the MCC broadcast from the Sponsor. The contractual penalty shall be payable within 3 days of Media STVR's demand for payment. The contractual penalty clause shall be without prejudice to the right to damages in its entirety.

By sending the order or signing the contract, the Sponsor represents and confirms that it is aware of its full responsibility for the MCC content and undertakes to fully cooperate with Media STVR as well as the broadcasters in a timely manner in the event of any third-party claims in order to settle the situation. It also undertakes to indemnify Media STVR as well as the broadcasters against all possible damages and claims of any nature, including but not limited to financial damages, claimed by third parties, in particular in relation to the content of the already broadcast MCC, in particular claims related to the protection of personality, copyright and intellectual and industrial property rights, competition law (including unfair competition law), or failure to provide documentation for the provided MCC. The Sponsor also undertakes to pay any related costs, fees and legal fees in this respect.

Media STVR undertakes not to interfere in any way with the content of the MCC and its footage, unless agreed in advance in writing with the Sponsor.

1.5 Media STVR will accept the order of the Sponsor if the order contains all the terms set out in the GTC. Otherwise, Media STVR has the right not to accept the order (or to disregard it and the order shall be deemed invalid in its entirety). Media STVR also reserves the right not to accept an order received less than 5 working days before the first scheduled broadcast date of MCC, as well as an order that it cannot accept for objective reasons (e.g. due to lack of available MCC airtime). Media STVR undertakes to notify the Sponsor without undue delay if the order is not accepted.

Media STVR also reserves the right not to accept the order and, in the case of an accepted order confirmed by both parties, reserves the right to withdraw from the required performance or not to conclude the required contract, or to withdraw from the contract immediately, in particular with regard to the origin, content or form of the MCC, as well as because of a conflict (even potential) with the legitimate interests of Media STVR or generally binding legislation.

Media STVR is also entitled not to accept the order of the Sponsor, in the case of an accepted order confirmed by both parties, it reserves the right to withdraw from the required performance or not to conclude the required contract, or to withdraw from the contract immediately in the event that:

- the Sponsor is bankrupt or has been the subject of a petition for bankruptcy or a petition for restructuring;
- criminal prosecution has been initiated against the Sponsor;
- in Media STVR's discretion, the broadcast of MCC could lead to a breach or circumvention of applicable legislation, possible sanctions by third parties, breach of Media STVR's or the broadcasters' legitimate interests in relation to third parties, threat to or endanger of morality, racial and religious disparagement, discrimination, etc.;
- the Sponsor fails to pay invoices for previous periods in a proper and timely manner;
- MCC contains imitation or mimicry of part or all of the broadcasts on the programme services of OZ SRo and/or OZ STV, the use of existing or past titles of programmes, sections or other elements of the broadcasts of all programme services of OZ SRo/programme services of OZ STV; including the voices of commentators/news editors and/or journalists;
- for programming reasons, or in the event of a decision of the Arbitration Commission of the Advertising Council on a violation of the Ethical Rules of Advertising Practice in force in the territory of the Slovak Republic.

The Sponsor undertakes to respect the decision of Media STVR not to accept the order or to withdraw from the accepted order or the concluded contract in its entirety without any objections.

- 1.7 Upon receipt of the order, Media STVR shall send to the Sponsor, within a maximum period of 5 days, a contract (in particular by email), which the Sponsor undertakes to sign and send to Media STVR within 5 working days of its receipt, but no later than 3 working days before the first MCC broadcast date. A contract which is not demonstrably confirmed, signed by the Sponsor and delivered to Media STVR's registered office within this period shall be deemed to be a rejection by the Sponsor of the proposal to enter into a contract and such proposal, as well as any order submitted by the Sponsor (notwithstanding that it has already been accepted), shall be disregarded. The remaining available MCC airtimes will be allocated from time to time to other Sponsors that submit an order after the above period. The contract, confirmed, signed and subsequently delivered by the Sponsor, shall be subsequently signed by Media STVR and sent to the Sponsor. The procedure for concluding a contract as set out in this Article hereof shall only apply unless otherwise agreed between the Sponsor and Media STVR in the individual case.

2. SANCTIONS, COMPENSATIONS AND CANCELLATION FEE

- 2.1 In the event that the Sponsor withdraws for any reason from an order already received by Media STVR and/or from a concluded (signed) contract and it concerns the programme services of OZ STV, it shall notify Media STVR of this fact in writing so that this notification is received no later than 3 working days before the first confirmed date of the MCC broadcast. If the Sponsor fails to do so, it shall pay, in addition to the cancellation fee, to Media STVR a contractual penalty of 100% of the Net Net Campaign Value under the contract or the order received. The contractual penalty shall be payable within 3 days of Media STVR's requesting the Sponsor to pay it.
- If, for any reason, the Sponsor withdraws at any time from an order already received by Media STVR and/or a concluded (signed) contract and it concerns the programme services of OZ STV, the Sponsor shall pay Media STVR a cancellation fee of 100% of the Net Net Campaign Value under the contract or the order received. The cancellation fee shall be payable within 3 days of Media STVR's requesting the Sponsor to pay it.
- 2.2 In the event that the Sponsor withdraws for any reason from an order already received by Media STVR and/or a concluded (signed) contract and it concerns the programme services of OZ SRo, it shall notify Media STVR of this fact in writing so that this notification is received no later than 7 working days prior to the first confirmed date of the MCC broadcast. At the same time, it shall pay Media STVR a cancellation fee of 40 % of the Net Net Campaign Value under the contract or the order received. If, for whatever reason, the Sponsor makes this withdrawal less than 6-2 working days before the first confirmed broadcast date and it concerns the programme services of OZ SRo, it shall pay Media STVR a cancellation fee of 80 % of the Net Net Campaign Value under the contract or the order received. If, for any reason whatsoever, the Sponsor makes this withdrawal 1 day before the start of the broadcast and it concerns the programme services of OZ SRo, it shall pay Media STVR a cancellation fee of 100% of the Net Net Campaign Value under the contract or the order received. The cancellation fee shall be payable within 3 days of Media STVR's requesting the Sponsor to pay it.

3. PRICING AND TERMS OF BROADCASTING

- 3.1 Media STVR shall place or include the MCC in the broadcast in accordance with the current price list for the period, while making every effort to comply with the required placement or inclusion in the broadcasters' broadcasts as far as possible. In the case of special projects, MCC shall be included on the basis of the project and quotation submitted to the Sponsor, with quotation in special projects taking precedence over the price list.
- Media STVR reserves the right to change the planned (and confirmed) inclusion in the broadcast or the placement of the MCC, in particular for programming or technical reasons or for reasons of force majeure. If it is not possible to broadcast the MCC for programming or technical reasons or for reasons of force majeure, the MCC shall be broadcast as far as possible in advance or at a later date. At the same time, Media STVR represents that the Sponsor shall only pay the price of the actual broadcast of the MCC. Such action or conduct on the part of Media STVR and/or the broadcasters shall not be deemed to be a breach of contract and/or the GTC. In the event that it is known in advance that such circumstances will arise, Media STVR undertakes to inform the Sponsor thereof without undue delay. The Sponsor undertakes to respect the technical possibilities associated with broadcasting on the SRo and/or STV programme services. Provided that the Sponsor fully respects and complies with the required technical conditions, Media STVR shall carry out all actions leading to the error-free broadcast of the MCC. In the event that, despite this, the MCC is not broadcast free of error, the Sponsor may claim compensation from Media STVR in the form of a replacement free of charge broadcast of the erroneous broadcast of the MCC. However, this right shall be extinguished if the Sponsor fails to assert it against Media STVR within 30 days of the date of the erroneous broadcast of the MCC.
- 3.2 Media STVR may refuse to broadcast the MCC in the event that:
- Media STVR is entitled under these GTC not to accept the Sponsor's order, in the case of an accepted order confirmed by both parties entitled to withdraw from the required performance or to withdraw from the concluded contract;
 - the Sponsor is in default in the payment of any invoiced amount due (including late payment interest, contractual penalties, etc.);

- the MCC has been received by Media STVR less than 3 working days before the first date of its broadcast (in the event that Media STVR nevertheless includes it in the broadcast, and subsequently a problem arises with its broadcast in connection with the late delivery, Media STVR shall not be liable for any damage caused to the Sponsor. The Sponsor also declares that it acknowledges that it is not entitled to any compensation and shall at the same time reimburse Media STVR for the amount of the confirmed scope of the MCC broadcast);
- the MCC broadcast could violate the provisions of generally binding legal regulations, in particular the Media Services Act, the Advertising Act, the Consumer Protection Act, the Infringements Act, the Copyright Act, the State Language of the Slovak Republic Act, the Commercial Code and the Constitution of the Slovak Republic.

Should any of the facts arising from this clause of the GTC occur and it would be possible from the point of view of time, Media STVR shall draw the Sponsor's attention to this fact and request it to make remedies, e.g. by providing a corrected or replacement MCC. In the event that the Sponsor fails to make the correction in sufficient time before the scheduled broadcast of the MCC, Media STVR or the broadcaster shall be entitled not to broadcast such MCC. It shall also be entitled to withdraw from the contract with the Sponsor. This shall be without prejudice to Media STVR's right to damages.

The MCC must be delivered by the Sponsor to the registered office of Media STVR at least 3 working days before the first broadcast date. If several variants are to be broadcast on the basis of a single order or contract, the broadcast schedule of the individual MCCs must be delivered together with the MCC. The Sponsor undertakes to deliver the MCC to Media STVR on media which correspond in their entirety to the technical conditions of the organisational unit of STVR concerned. In the event of non-compliance with these conditions, the Sponsor undertakes to bear all the consequences of any breach of its obligations. The Sponsor undertakes to deliver the media containing the MCC and related documents to Media STVR at its own expense and risk. Notwithstanding the foregoing, in the event of a breach of any obligation of the Sponsor arising from the contents of this clause, Media STVR may demand payment of a contractual penalty equal to 100% of the price of the volume of the part of the contract concerned. The contractual penalty shall be payable within 3 days of Media STVR's requesting the Sponsor to pay it.

If the Sponsor decides to change the theme or content of the MCC or to deploy a different version in less than 3 days before the first scheduled broadcast of the MCC, Media STVR shall have the right to refuse such change and to broadcast the MCC originally supplied by the Sponsor to Media STVR.

- 3.3 If the broadcaster is OZ SRo, the basis for the calculation of the price for broadcasting shall be the length of the spot as specified in the applicable price list, converted by the appropriate coefficient.

footage	5"	10"	15"	20"	25"	30"	35"	40"	45"	50"	55"	60"
index	0.55	0.65	0.75	0.80	0.90	1.00	1.15	1.30	1.45	1.65	1.80	2.00

The **maximum** length of the **advertisement announcement is 30"** and the actual length shall not affect the price. The **maximum** length of the **advertising interview and advertising contest is 120"** and the actual length shall not affect the price.

- 3.4 If the broadcaster is OZ STV, the basis for the calculation of the price for the broadcast of MCC shall be the MCC footage (30") contained in the applicable price lists. If the MCC footage exceeds that specified in the price lists, the price spot index for the next longer footage shall be used as the basis for the price calculation. In the event that the Sponsor fails to comply with (in particular shortens) the MCC footage originally ordered and confirmed by Media STVR, Media STVR may demand payment of the originally agreed amount.

For the prices determined by the price list, as well as for the determination of the CPRP (Cost per Rating Point - the price for reaching 1% of the population), Media STVR derives from a spot length of 30". For spot lengths other than 30", the following indices shall be used:

footage	5"	10"	15"	20"	25"	30"	35"	40"	45"	50"	55"	60"
index	0.50	0.60	0.75	0.90	0.95	1.00	1.30	1.50	1.70	1.90	2.00	2.30

For tandem spots - cumulative length, the spot indices are as follows:

footage	20"	25"	30"	35"	40"	45"	50"	55"	60"
index	1.00	1.10	1.20	1.40	1.60	1.70	1.80	1.90	2.10

Due to the seasonal nature of the sale of Media STVR commercial space, the price is increased or decreased with respect to the period of the calendar year in which the commercial space is ordered as follows:

month	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec until	Dec from 24/12
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												23/12	
index	0.90	0.90	1.20	1.30	1.40	1.40	0.90	0.90	1.30	1.40	1.40	1.40	1.10

The basis for determining the price of spots broadcast on STVR's television programming services in individual contracts shall be the actual average viewership of the advertising broadcast in the target group All 12+ (actual rating) +Guests +TIMESHIFT 0-3 = 3-day delayed viewership) and the agreed CPRP, the price being formed by their product. The agreed CPRP is determined for a spot of 30", while the CPRP for spots of other lengths is determined by the spot index of the relevant length.

Sale of MCC in the programme services of OZ STV

Sales on the basis of GRPs:

- **fixed spots**, i.e. the Sponsor orders the exact placement of all spots in its order, while Media STVR does not guarantee the number of GRPs to the sponsor (average viewership, where 1GRP represents 1% of the average viewership of the ad block in the target group All 12+ (actual rating) +Guest +TIMESHIFT 0-3 = 3 days delayed viewership). Price calculation: the basis of the price will be the number of GRPs actually delivered,
- **non-guaranteed spots**, i.e. the Sponsor orders the exact number of GRPs or spots, the distribution of which is not subject to any claims by the Sponsor and the final placement of which in the broadcast is decided separately by Media STVR. Price calculation: - if the number of GRPs or spots actually delivered is less than the number of GRPs or spots ordered, the price shall be based on the number of GRPs or spots actually delivered, - if the number of GRPs or spots actually delivered is greater than the number of GRPs or spots ordered, the price shall be based on the number of GRPs or spots ordered,
- **combined purchase**, i.e. the Sponsor orders the exact number of GRPs or spots and decides on the exact placement of 80% of the number of GRPs ordered and Media STVR decides on the placement of the remaining 20% of the number of GRPs ordered. Price calculation: - if the number of GRPs or spots actually delivered is less than the number of GRPs or spots ordered, the price shall be based on the number of GRPs or spots actually delivered, - if the number of GRPs or spots actually delivered is greater than the number of GRPs or spots ordered, the price shall be based on the number of GRPs or spots ordered

The placement ratio of the MCC in the programme services of OZ STV shall be determined by Media STVR among the individual programme services "Jednotka", "Dvojka", "Sport", "24", whereby on the programme services "Sport" and "24" the GRPs or spots shall be placed as non-guaranteed.

The placement ratio of the MCC in accordance with the aforementioned shall be communicated to the public by Media STVR within its price list and may be changed twice a year. Media STVR shall inform the public of the change in the ratio at least 45 days in advance. In the event that the Sponsor requests other distributed GRPs on OZ STV's programming services, Media STVR shall charge an additional 10% on top of the spot price.

Sale of special targeted blocks according to the price list

In the case of sale of specially targeted advertising blocks, the specific target group shall be specified in more detail by Media STVR. Specially targeted advertising blocks include all children's and youth shows broadcast on weekends, as well as all sporting events.

The price for these blocks shall be determined on the basis of the peplemetric viewership in the relevant target group and any discounts or benefits agreed between Media STVR and the Sponsor. Media STVR reserves the right to cancel and create new specially targeted blocks based on the current broadcast structure of OZ STV and demand.

Other forms of sale:

- sale on a list price basis,
- sale of exclusive events according to price list,
- sale on the basis of a special price list in the context of media cooperation

In the event of incorrect delivery of the ordered number of GRPs or part thereof, Media STVR may compensate the Sponsor by way of a price reduction in an amount corresponding to the remaining incorrectly delivered number of GRPs. Media STVR reserves the right to refuse to sell airtime in any of the above ways for any period. It also reserves the right to introduce new forms of sale.

- 3.5 Media STVR shall publish changes to the price lists on its website no later than 4 weeks before they come into effect. All price lists as amended shall form an integral part of these GTC. VAT shall be added to the prices in accordance with the relevant applicable legislation of the Slovak Republic.

4. SURCHARGES (CLAUSE 4.1 APPLIES TO OZ Sro, CLAUSE 4.2 TO OZ STV)

- 4.1 If the broadcaster is OZ SRO, Media STVR shall charge in particular the following surcharges on top of the prices according to the applicable price list:
- 30% for the requested MCC position in the advertising block;
 - 50% for requested product exclusivity. Media STVR reserves the right to refuse the Sponsor's request for product exclusivity or to modify the conditions of its provision;
 - 50% for the creation of a special advertising block for the placement of the Sponsor's MCC in the broadcast,
 - 30% for sponsorship.

In the case of tandem spots (two spots of a specific Sponsor placed in one advertising block), the price shall be calculated for each spot separately.

Media STVR may, at its discretion, provide a quantity discount on orders in accordance with the applicable price list. The basis for granting a quantity discount shall be the contracted price for the broadcast of the MCC for one client through one Agency during one calendar year. The amount of the quantity discount shall be as set out in the applicable price list, unless the parties have demonstrably agreed otherwise.

If the Sponsor wishes to pay the remuneration for the broadcast of MCC in advance, the Sponsor has the right to request Media STVR to allow this payment to be made immediately upon ordering, whereby Media STVR may grant the Sponsor a discount for payment in advance of between 1% and 5% of the Net Net Campaign Value. For the purposes of the GTC, payment in advance shall be deemed to be such payment which is credited to Media STVR's account at least 3 working days prior to the first broadcast of the MCC.

- 4.2 If the broadcaster is OZ STV, Media STVR shall charge the following surcharges on top of the prices according to the applicable price list, in particular the following surcharges (and reserves the right to charge other surcharges in justified cases). The final amount of the surcharges is their product:
- in the case of promotion of a second Sponsor or its specific client/product in the Sponsor's spot, Media STVR shall charge a surcharge of 20% to the spot price; in the case of promotion of each additional Sponsor or specific client/product, this surcharge shall be increased by an additional 10%. In the event that the total length of the promotion of the second Sponsor or a specific client/product in the Sponsor's spot exceeds 15% of the total length of the spot, Media STVR shall have the right to refuse to broadcast such spot or to withdraw from the already concluded contract, whereby the Sponsor shall pay all costs incurred to date as well as any damages incurred;
 - the Sponsor has the right to request a product exclusivity, which Media STVR may grant to the Sponsor according to the availability of advertising space. The surcharge amounts to 70% on top of the spot price for the product exclusivity of the Sponsor or its specific client. In the case of such exclusivity, Media STVR shall not place another Sponsor or its client who is a direct competitor of the Sponsor or its client in the same advertising block with the Sponsor or its client. Media STVR shall have the right to refuse a request for product exclusivity or to change the terms and conditions of such exclusivity;
 - in the case of a request to place a spot in the first and last position in an advertising block, Media STVR shall charge a surcharge of 30% on top of the spot price;
 - in the case of a request to place a spot in the second and penultimate position in the advertising block, Media STVR shall charge a surcharge of 25% to the spot price;
 - in the case of an order sent as a basis for concluding a commercial contract less than two weeks before the first scheduled broadcast, Media STVR shall charge a surcharge of 20% on the spot price.

If the Sponsor wishes to pay the remuneration for the broadcast of the MCC in advance, it has the right to request Media STVR to allow such payment to be made immediately at the time of ordering, whereby Media STVR may grant the Sponsor an **Advance Payment Discount** in an amount from 1% up to 5% of the Net Net Campaign Value. For the purposes of GTC, advance payment shall be deemed to be such payment which is credited to Media STVR's account at least 3 working days prior to the first broadcast of the MCC.

5. AGENCY DISCOUNT

- 5.1 Media STVR shall grant agencies an agency discount of **15% of the net amount of the performance**, i.e. of the amount after deduction of all other discounts, provided that the Sponsor has advertising and promotional activities (advertising and marketing services) as part of its business and purchases advertising space for a third party.

6. INVOICING

- 6.1 Media STVR shall be entitled to issue an advance invoice immediately upon receipt of the order or upon receipt of the contract signed by the Sponsor up to 100% of the agreed price including VAT. The advance invoice so issued shall be payable within 7 days, but the Sponsor shall pay it to Media STVR no later than 3 working days before the first confirmed date of the MCC broadcast. Upon receipt of payment from the Sponsor, Media STVR undertakes to issue an invoice – tax document reflecting the amount of the payment already made by the Sponsor on the basis of the advance invoice. Media STVR undertakes to invoice the Sponsor for MCC broadcasts that are not covered by the amount indicated in the advance invoice after the end of the ordered

broadcast, no later than 15 days of the following calendar month. In the event that the MCC broadcast is scheduled over several months, Media STVR shall invoice for that MCC broadcast at the end of each month during which the MCC broadcast has been carried out as requested by the Sponsor. Any objections to the invoice may be raised by the Sponsor only in writing and only within 5 days of receipt of the invoice, otherwise the invoice received shall be deemed to have been accepted without any objection.

In the event that the Sponsor fails to pay the amount stated in the advance invoice by the due date, Media STVR may withdraw from the required performance on the basis of the order received or the contract concluded. Notwithstanding the content of the preceding sentence, Media STVR may demand payment of a contractual penalty of 100 % of the price stated in the advance invoice. The contractual penalty shall be payable within 3 days of Media STVR's requesting the Sponsor to pay it. This shall be without prejudice to the right to damages.

If, under prior demonstrable agreement between the Sponsor and Media STVR, the Sponsor is entitled to issue an invoice (tax document) in respect of the performance provided to Media STVR and the parties have not demonstrably agreed otherwise, the Sponsor undertakes to issue such an invoice no later than 5 calendar days after the provision of such performance to Media STVR, and to deliver the invoice so issued to Media STVR without undue delay.

- 6.2 The Sponsor acknowledges that Media STVR shall only consider as made those payments that have been credited to its account on a specific date and amount. Media STVR reserves the right not to broadcast MCC or to discontinue any further broadcast of MCC that has been confirmed to the Sponsor in the event that the Sponsor breaches any of its obligations under these GTC. The Sponsor acknowledges that Media STVR shall not be liable for any damage or any third-party claims incurred by the Sponsor as a result of Media STVR's actions as set out above. The issue of a cheque or bill of exchange without a corresponding payment being made to the account shall not be considered as the payment made pursuant to these GTC.
- 6.3 For each day of delay in payment of the invoiced amount, or part thereof, the Sponsor undertakes to pay Media STVR late payment interest **of 0.05% of the amount due per day until payment.**
- 6.4 If the Sponsor does not have a registered office, residence, organisational unit, permanent establishment or enterprise of a foreign legal entity in the territory of the Slovak Republic, the Sponsor shall explicitly state this fact in the order. In the event of any change in its legal status in the territory of the Slovak Republic from that confirmed by this declaration, it undertakes to notify Media STVR of this fact without undue delay. The purpose of providing this declaration is to remove any doubt as to the exclusion of indirect taxation of Media STVR's services provided abroad. In the event of non-compliance with this obligation, the Sponsor assumes liability for any damage that may arise in a causal connection.
- 6.5. Media STVR may unilaterally set off any of its claims against the Sponsor (including cancellation fee, monetary compensation, late payment interest, etc.) under these GTC against the advance payment or other monetary claims of the Sponsor, as the case may be.

7. FORMS OF MCC - ADVERTISING PRODUCTS, THEIR PRODUCTION AND IMPLEMENTATION

MEDIA STVR offers Sponsors the following forms of MCC in particular:

- 7.1. **ADVERTISING ANNOUNCEMENT (broadcaster OZ SRo) - its length is max. 30"** - its production must be ordered by the Sponsor from Media STVR (the maximum length of the announcement in written form is 400 characters without spaces, while the textual description of all numbers, abbreviations, web pages, etc. is required). The announcement and its production must meet the following requirements:
- for the production of the announcement, the Sponsor undertakes to provide Media STVR with the materials for the processing of the Sponsor **at least 5 working days** before the first scheduled broadcast. If the Sponsor delivers the materials in less than 5 working days, Media STVR reserves the right to charge the Sponsor a surcharge of **50% of the list price for the production of the announcement** on top of the agreed price;
 - in the event of any changes made by the Sponsor to the text already submitted or approved by the Sponsor, Media STVR may charge a surcharge of **100% of the list price for the production of the announcement**;
 - Media STVR reserves the right to change, without notice, the text of an announcement containing information in the first person singular or plural;
 - by providing Media STVR with the text of the announcement or the materials for its production, the Sponsor undertakes that its content complies with the applicable legislation of the Slovak Republic, the Code of Ethics of the Advertising Council;
 - the Sponsor acknowledges that it does not have the right to participate in the recording of the announcement and will be provided with a recording of the announcement in mp3 format upon request;
 - the Sponsor undertakes not to use the recording of the announcement in any other electronic medium or in any other public place or event.

7.2 **TELEVISION ADVERTISING SPOT (BROADCASTER OZ STV)** - The length of one advertising spot may not be less than 3"; the advertising spot must meet the following requirements:

- the Sponsor undertakes that its content complies with the applicable legislation of the Slovak Republic and the Code of Ethics of the Advertising Council;
- the advertising spot shall not contain or promote names, business names, designations, or references to activities, brands (including logos), or products, projects of STVR's direct or indirect competitors, especially other broadcasters (e.g. television, radio);

RADIO ADVERTISING SPOT (broadcaster OZ SRo) - The length of one advertising spot should not exceed 60"; the advertising spot or its production must meet the following requirements:

- by providing the prepared script, the Sponsor undertakes that its content is in compliance with the applicable legislation of the Slovak Republic and the Code of Ethics of the Advertising Council;
- the Sponsor undertakes to pay the performers' fees in full;
- in the event of the Sponsor's interest in further use or distribution of the advertising spot, the producer of which is Media STVR or SRo, the Sponsor **settle the copyright in full in advance and pay all related costs, royalties and remuneration for the use of these copyrights;**
- the Sponsor acknowledges that it may take part in the recording of the advertising spot; in the event of its absence, Media STVR shall record the advertising spot without the Sponsor being present and subsequently deliver it to the Sponsor on digital media or in mp3 format;
- in the event of any changes made by the Sponsor during the recording of the advertising spot without the Sponsor being present, Media STVR may charge for each and every change requested according to the current price list for the extra production;
- the advertising spot shall not contain or promote the names, business names, designations, or references to activities, brands (including logos), or products, projects of STVR's direct or indirect competitors, in particular other broadcasters (e.g. television, radio);
- Media STV shall provide a **recording studio with a technician** on request to the Sponsor who has its own script, music and voice. For the use (rental) of the recording studio with a technician for the purpose of producing an advertising spot, the Sponsor undertakes to pay the price according to the price list in force.

All conditions under this clause shall also apply to the production of the sponsorship message and other advertising products based on the advertising spot broadcast on OZ SRo's programme services.

7.3 **ADVERTISING COMPETITION (broadcaster OZ SRo)** - is a programme competition in which the sponsor's prize to be given to the winner in the competition and information about who is giving the prize to the winner will be mentioned. The prize for all versions of the competition is set separately or on the basis of a special project and does not take into account the value of the prize provided by the sponsor for the competition. The provision of a prize for a competition is subject to the approval of the programme department of the relevant SRo OZ broadcast circuits.

7.4 **ADVERTISING INTERVIEW (broadcaster OZ SRo)** must be pre-recorded. The Sponsor undertakes to deliver the supporting documents to Media STVR at least 3 working days prior to the agreed date of recording the interview. **The maximum length of the advertising interview is 120".**

7.5 **TÉMA NA DNEŠNÉ RÁNO (Topic for This Morning) (broadcaster OZ SRo)** - is a programme element that covers a specified topic. The topic must be appropriate to the programme of the individual OZ SRo programme services, interesting for listeners and subject to the prior approval of the programme department of the relevant OZ SRo programme services. The topic of the day shall be covered by the OZ SRo programme service in 4 entries; 1 advertising interview and 8 sponsored trailers are available to the Sponsor.

7.6 **SPONSORSHIP** - for the purposes of these GTC, the following are considered to be permissible forms of sponsorship: sponsored programme, sponsored trailer and injection.

SPONSORED PROGRAMME is a programme marked by a sponsorship message.

The content of a sponsorship message:

- the sponsor identification shall not contain any specific supporting elements;
- the sponsorship message shall contain the business name or the name of a legal entity or the name and surname of a natural person (also referred to as 'sponsor' in the GTC) or the trademark or logo of the sponsor and indicate the link between the sponsor and the sponsored programme;
- the sponsor's logo, trademark, business name, or name and surname of a natural person, slogan, service or product trademark used in the sponsorship message must be registered. This registration shall be demonstrated to Media STVR in advance by written confirmation of registration. In the event of failure to comply with this obligation, Media STVR may refuse to broadcast such sponsorship message;
- only one of the sponsor's well-known products may be featured (displayed) in the sponsorship message. However, this product may not be specified in terms of its characteristics, possibilities of use, etc;

- the sponsorship message is entirely prohibited from directly promoting the sale, purchase or rental of goods or services of the sponsor or a third party. For example, the sponsorship message may not contain specific promotional references to the sponsor's products or services in the sponsored programmes;
- the sponsorship message shall not contain or promote the names, business names, designations or references to the activities, brands (including logos) or products, projects of STVR's direct or indirect competitors, in particular other broadcasters (e.g. television, radio);
- the sponsorship message must identify the sponsor and its association with the sponsored programme and shall not in any way be of an advertising nature.

Form of the sponsorship message:

- the sponsorship message may be animated and/or sounded;
- the sponsorship message shall not be of a nature of a (advertising) spot. Even if it has been broadcast only outside the territory of the Slovak Republic, the edited spot shall not be used for the production of the sponsorship message;
- the maximum length of the sponsorship message is 15".

Sponsor:

- sponsor may be any legal entity or natural person, unless otherwise provided for by law;
- sponsor shall not be a legal entity or natural person whose principal business is the manufacture or sale of cigarettes, other tobacco products, electronic cigarettes or refill bottles for electronic cigarettes, and/or the manufacture, sale or hire of weapons or ammunition,
- a programme sponsored by a legal entity or natural person engaged in the manufacture or sale of medicines or the provision of health care services may promote the name or goodwill of the business; however, it shall not promote the sale of prescription-only medicines and the provision of health care services reimbursed by health insurance pursuant to applicable law,
- the sponsor of a programme of a television programme service between 6:00 a.m. and 6:00 p.m. shall not be a person whose principal business is the operation of gambling, with the exception of the sponsorship of sports programmes, with the exception of sponsorship messages indicating the sponsor of sports programmes and sponsorship messages relating exclusively to lottery games and charity lotteries.

Sponsored programme:

- the prohibition on programme sponsorship applies to: news, sports and current affairs programmes. Exceptions are stand-alone programmes containing exclusively non-commentary information (without editorial treatment, i.e. scoreboards, etc.) on the weather, traffic, cultural events or sport;
- sponsorship of supplementary broadcasts is prohibited. For the purposes of the Act, supplementary broadcasting shall be understood to include, in particular, video text, current affairs announcements, timekeeping, programme announcements, Advertising Announcement and Teleshopping.

SPONSORED TRAILER – is a supplementary product to a sponsored programme.

The placement of a sponsorship additional information on trailers for a particular programme is only possible provided that that particular programme is sponsored. The content of a sponsorship additional information to the sponsored trailer is subject to the same restrictions as a sponsorship message. The length of the sponsorship additional information to such a trailer shall be a maximum of 10" and shall be subject to agreement reached in commercial negotiations. On the basis of the agreement, Media STVR shall guarantee to the Sponsor an appropriate number of trailers, which shall then be deployed in the television broadcast at its discretion and capability. Within 3 working days after the broadcast of the last sponsored trailer, Media STVR undertakes to provide the Sponsor with an exact breakdown of the sponsored trailers broadcast.

INJECTION (broadcaster OZ STV) – is a visual form of sponsorship message which has a shorter footage and consists in the technical insertion of the sponsorship message in the form of a symbol (logo) or trademark of the sponsor or its service into the broadcast programme. When using injection, the Sponsor undertakes to respect the integrity and value of the broadcast programme, as well as its internal structure. The injected sponsorship message shall not exceed 1/16 of the broadcast image, placed in the lower right-hand corner. The maximum length of the injection shall be 5 seconds. The use of the injection is conditional on the sponsorship of the broadcaster's programme.

SQUEEZE BACK (broadcaster OZ STV) – represents a visual form of sponsorship during programme broadcasting. During programme broadcasting, the image of the broadcast programme is reduced to approx. 44.4% of the screen, the audio track of the programme remains unchanged and is not interfered with in any way. The sponsor may use 55.6% of the screen to display content corresponding to the sponsorship message without sound. The condition for using squeeze back is sponsorship of the programme itself. The content of squeeze back may only be information that is permitted to be included in the sponsorship message. At the same time, the text "The programme is sponsored by XY" is displayed throughout the duration of the squeeze back, and this sentence must be displayed in a size large enough to be legible to the average viewer. The full display time of the squeeze back is 10".

- 7.7 **TELESHOPPING (broadcaster OZ STV)** is a direct offer (sale of products) via the television screen. Teleshopping is a form of direct marketing, it is a retail sale without a sales outlet, and therefore a purchase for the viewer via television, or via television and telephone and/or post. The information about the seller, or its logo, trademark, etc. are secondary and their purpose is to provide the viewer with contact details in case the viewer decides to 'accept' the direct offer and order the product. Teleshopping may in no case replace advertising and may not be used to covertly promote other products (which the viewer of the Teleshopping spot cannot directly order), logos, trademarks, websites, etc. Contact details, in particular business name, registered office, identification number, telephone numbers, email, etc., must be clear from the Teleshopping spot. However, the audio or visual display of these contact details is not intended to advertise the advertiser or supplier of the product, but only to provide a contact point for the public interested in the product on offer. The broadcast of Teleshopping may not feature newsreaders, presenters and editors of news and political-publicity programmes, either in image or in sound. The provisions of the Broadcasting and Retransmission Act shall apply in their entirety to the broadcasting of Teleshopping.
- 7.8. **PRODUCT PLACEMENT** is, according to the law, audio, visual or audio-visual information about a product, service or trademark included in a programme for remuneration or other similar consideration.

8. FRAMEWORK AGREEMENTS

Independently of the contracts concluded pursuant to Article I of these GTC, Media STVR offers to the Sponsors the possibility to conclude so-called framework agreements. These framework agreements regulate the terms of cooperation and the mutual rights and obligations of the parties for an agreed period of time. The content of the mutual rights and obligations or any agreed terms and conditions may only be changed on the basis of written amendments signed by both parties. The performance of the framework agreements shall be based on further specific cooperation contracts and amendments to the framework agreements (concluded in accordance with the GTC), which are concluded on the basis of written orders from the Sponsor.

In the framework agreements, the Sponsor declares that it guarantees a minimum amount of investment that it undertakes to invest in the specified period via Media STVR. This amount shall be stated in net campaign value, i.e. after deduction of all discounts and before taking into account agency discount, Advance Payment Discount and VAT.

If the Sponsor is an agency, the amount of the minimum investment must be stated separately for each individual client. The amounts of the minimum guaranteed investments of each client shall be the subject of amendments to the framework agreement concluded pursuant to this Article.

The Sponsor's minimum guaranteed investment may be subject to a volume discount or other price or non-price benefits, subject to mutual agreement. The number and total amount of such discounts or benefits shall depend on the net guaranteed investment of the Sponsor and, in the case of agencies, shall be determined separately for each client represented, according to its minimum guaranteed investment. The Sponsor shall not be automatically entitled to any discount or benefit and these shall be at the sole discretion of Media STVR. Media STVR may, at its sole discretion, agree to combine individual discounts, including the volume discount under the framework agreement, with other discounts.

9. FINAL PROVISIONS

- 9.1 Media STVR shall not be liable for any breach of an obligation under an accepted order, concluded contract or framework agreement insofar as it is caused by force majeure, e.g. civil unrest, war, possible legislative changes, weather, natural disasters, technical breakdowns of machinery or broadcasting, power supply failures or similar events.
The Sponsor shall not be entitled to assign any rights and obligations under these GTC or the accepted order/concluded contract to a third party without the prior consent of Media STVR. Unless expressly stated otherwise, the effects of Media STVR's withdrawal from a concluded contract or an accepted order pursuant to these GTC shall take effect upon delivery of the declaration of intent to withdraw to the Sponsor.
- 9.2 The Slovak and English versions of these GTC are binding. In the event of a dispute, the Slovak version shall prevail, with the court in Bratislava being the locally competent court for the resolution of disputes. The relevant provisions of the applicable legislation of the Slovak Republic shall apply to the review of any legal relations.
- 9.3 All prices in the price lists for the sale of the MCC are exclusive of VAT.
- 9.4 The Sponsor has read these GTC, agrees with their content and by placing or confirming the acceptance of the order, contract or framework agreement declares that it will comply with the same. **Media STVR shall not be liable for any damage resulting from the Sponsor's failure to comply with the GTC.**
- 9.5 Media STVR shall not be liable to the Sponsor or its client for any damage (including lost profits), expenses, costs as a result of any breach of any of Media STVR's obligations arising from these GTCs or concluded contracts and/or accepted orders. Should Media STVR also be liable for damage arising from a breach of its contractual obligations under any contracts concluded, orders accepted or these GTC, it shall only be liable to

the extent of the amount which the Sponsor has demonstrably paid to Media STVR for the purpose of broadcasting the MCC on its account up to the date of Media STVR's alleged breach of obligation.

- 9.6 The technical terms and conditions of the broadcasters (OZ STV and OZ SRo) form a separate annex to these GTC.

In Bratislava on 01 January 2026

Mgr. Anetta Krátka
Executive Manager



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Media STVR, s. r. o.
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