



Tatra banka, a.s., Hodžovo nám. 3, 811 06 Bratislava 1,
IČO: 00686930, Obchodný register Okresného súdu
Bratislava I., Oddiel: Sa, vložka č. 71/B
(ďalej len "Banka")

Rozhlas a televízia Slovenska
Mlynská dolina
845 45 Bratislava
IČO: 47232480
(ďalej len "Klient")

Oddelenie bankových záruk

V Bratislave, dňa 25.06.2021

VEC: Odpoveď na Žiadosť o zmenu Jednotlivej Záruky

Klient požiadal Banku o zmenu Jednotlivej Záruky č. **622.678** (ďalej len "Žiadosť o zmenu Jednotlivej Záruky").

V Prílohe k tomuto listu Banka predkladá Klientovi na odsúhlasenie návrh znenia Dodatku č. 2 Jednotlivej Záruky č. 622.678 (ďalej len „**Dodatok**“).

Dohoda obsiahnutá v tejto Odpovedi na Žiadosť o zmenu Jednotlivej Záruky (ďalej len „**Odpoveď**“) a v súhlase Klienta s podmienkami uvedenými v Odpovedi (ďalej len „**Súhlas Klienta**“) nadobudne účinnosť v pracovný deň bezprostredne nasledujúci po dni, v ktorom budú splnené nasledovné podmienky:

- Klient písomne odsúhlasil podmienky zmeny Jednotlivej Záruky uvedené v Odpovedi, a
- Klient preukázal Banke zverejnenie Odpovede a Súhlasu Klienta písomným potvrdením Úradu vlády Slovenskej republiky alebo potvrdením Úradu vlády Slovenskej republiky v elektronickej podobe podpísaným elektronickým podpisom alebo zaručeným elektronickým podpisom o zverejnení Odpovede a Súhlasu Klienta v Centrálnom registri zmlúv.

V súvislosti s vystavením Dodatku k Jednotlivej Záruke bude Klient povinný zaplatiť Banke nasledovné poplatky:

- | | |
|---|---|
| a) Poplatok za vystavenie Jednotlivej Záruky: | 0,750 % p.a. (min. EUR 400,00/ročne, za každý aj začatý rok platnosti Jednotlivej Záruky), splatný v deň vystavenia Jednotlivej Záruky štvrtročne vopred, |
| b) Poplatok za zmenu Jednotlivej Záruky: | EUR 100,00, splatný v deň vystavenia Dodatku, |
| c) Poplatok za zrušenie Žiadosti: | EUR 100,00. |

V prípade, že Banka neobdrží od Klienta vyjadrenie k tejto Odpovedi na Žiadosť do 30 dní odo dňa 25.06.2021 bude automaticky pokladať Žiadosť Klienta za zrušenú a Klientovi zúčtuje poplatok za zrušenie Žiadosti.

Vzájomné práva a povinnosti z tohto listu, ako aj pojmy v ňom použité, sa budú riadiť Rámcovou zmluvou o vystavovaní bankových záruk č. 129701/II, v znení neskorších dodatkov, uzatvorenou medzi Bankou a Klientom.

.....
za Banku

V plnom rozsahu súhlasíme:

- a) s textom Dodatku k Jednotlivej Záruke, ktorý tvorí Prílohu k tomuto listu,
- b) s poplatkami, ktoré sme povinní zaplatiť.

V Bratislave, dňa

Týmto potvrdzujem, že Klient, resp. osoby oprávnené konať za / v mene Klienta, podpísali tento dokument v mojej prítomnosti.

Týmto potvrdzujem, že podpisy Klienta, resp. osôb oprávnených konať za / v mene Klienta, sú zhodné s podpisovými vzormi týchto osôb, evidovanými v interných systémoch Banky.

.....
za Klienta

Jaroslav Rezník, generálny riaditeľ

Podpis:
Meno:

Podpis:
Meno:

Príloha k Odpovedi na Žiadosť o zmenu Jednotlivej Záruky zo dňa 25.06.2021:

Znenie Dodatku k Jednotlivej Záruke:

MT 767

RCV: CRESCHZZ80A
CREDIT SUISSE
(HEAD OFFICE)
ZURICH CH

:27:1/1
:20:BG 622.678
:21:SGAX211-FG05107
:23:ISSUE
:30:210326
:26E:2
:31C:21....
:77C:TO: GUARANTEES DEPT./TOP URGENT

PLEASE ADVISE THIS MESSAGE TO THE BENEFICIARY UEFA, ROUTE DE GENEVE 46, CH-1260 NYON 2, SWITZERLAND, WITHOUT ANY OBLIGATIONS AND LIABILITY ON YOUR PART AND WITHOUT CHARGES FOR US.

QUOTE

For the attention of:
Head of Marketing Legal Services
UEFA
Route de Geneve 46
CH-1260 Nyon 2
Switzerland

AMENDMENT NO. 2 TO THE BANK GUARANTEE NO. 622.678

UPON REQUEST OF THE BROADCASTER, ROZHLAS A TELEVIZIA SLOVENSKA, MLYNSKA DOLINA, 845 45 BRATISLAVA, SLOVAK REPUBLIC, WE, TATRA BANKA A.S., HODZOVO NAMESTIE 3, 811 06 BRATISLAVA 1, SLOVAK REPUBLIC, IDNO: 00686930, REGISTERED IN THE COMMERCIAL REGISTER OF DISTRICT COURT BRATISLAVA I, SECTION SA, ENTRY: 71/B, HEREBY AMEND OUR ABOVE MENTIONED GUARANTEE AS FOLLOWS:

INSTEAD OF:

„Whereas the Partner has agreed under the Agreement to pay the following fees to UEFA:

EUR 1 050 000,000 (one million fifty thousand Euros),,

PLEASE READ NOW:

„Whereas the Partner has agreed under the Agreement to pay the following fees to UEFA:

EUR 1 050 000,000 (one million fifty thousand Euros) (the „Total Rights Fees Amount,,),,

INSTEAD OF:

„We, Tatra banka, a.s., Hodzovo namestie 3, 811 06 Bratislava 1, Slovak Republic, SWIFT: TATRSKBX, IdNo.: 00686930, registered in the Commercial register of District court Bratislava I, section Sa, rider No. 71/B hereby fully, unconditionally and irrevocably guarantee to pay to UEFA any amount not exceeding the total sum of:

EUR 400,000 (four hundred thousand Euros),,

PLEASE READ NOW:

„We, Tatra banka, a.s., Hodzovo namestie 3, 811 06 Bratislava 1, Slovak Republic, SWIFT: TATRSKBX, IdNo.: 00686930, registered in the Commercial register of District court Bratislava I, section Sa, rider No. 71/B hereby fully, unconditionally and irrevocably guarantee to pay to UEFA any amount not exceeding the total sum of:

EUR 400,000 (four hundred thousand Euros) (the „Guaranteed Amount,,),,

INSTEAD OF:

„,Our liability under this guarantee shall be reduced by an amount equal to any payment made by us under this guarantee or by the Partner under the terms and conditions of the Agreement subject to receipt of written confirmation from UEFA (via Credit Suisse (Switzerland) AG (CRESCHZZ80A) or any other of UEFAs correspondent banks) that the relevant funds have been received.,,

PLEASE READ NOW:

„,Our liability under this guarantee shall be reduced by an amount equal to any payment made by us under this guarantee. Further, in the event that the Partner makes a payment to UEFA under the terms and conditions of the Agreement and that payment means that the Partner's total outstanding fees to UEFA in connection with the Agreement are thereafter decreased to an amount which is less than the then current Guaranteed Amount, the amount of the Guaranteed Amount shall be correspondingly reduced so as to be equal to the total amount of the fees then outstanding to UEFA in connection with the Agreement following the relevant payment.

We agree that any and all reductions described in the paragraph immediately above shall, in all cases, only take effect upon receipt of written confirmation from UEFA (via Credit Suisse (Switzerland) AG (CRESCHZZ80A) or any other of UEFA's correspondent banks) that the relevant funds have been received,,

INSTEAD OF:

„,This guarantee is valid and enforceable at any time from the date of this guarantee and shall expire on:

- a) the date on which UEFA receives the outstanding guaranteed amount (in cleared funds) in its designated account. For this purpose, the Partner must submit a statement to us evidencing that all payments have been made to UEFA in accordance with the Agreement (including the final payment date and amount), and this statement must be counter-signed by a duly-authorised officer of UEFA, or
 - b) 30 June 2024,
- whichever is the earlier (hereinafter the Expiry Date).

All banking charges relating to this guarantee are for the account of the Partner.,,

PLEASE READ NOW:

„,This guarantee is valid and enforceable at any time from the date of this guarantee and shall expire on:

- a) the date on which: (i) UEFA receives the outstanding Total Rights Fees Amount (in cleared funds) from the Partner; or (ii) the date on which UEFA receives the outstanding Total Guaranteed Amount from us in its designated account. For the purpose of (i), the Partner must submit a statement to us evidencing that all payments have been made to UEFA in accordance with the Agreement (including the final payment date and amount), and this statement must be counter-signed by a duly-authorised officer of UEFA, or.
 - b) 30 June 2024,
- whichever is the earlier (the „Expiry Date,,).

All banking charges relating to this guarantee are for the account of the Partner.,,

IN WHOLE WORDING INSTEAD OF:

„, Partners,, and „UEFAs,,

PLEASE READ NOW:

„, Partner's,, and „UEFA's,,

.

ALL OTHER TERMS AND CONDITIONS OF OUR ABOVE MENTIONED GUARANTEE REMAIN UNCHANGED.

.

UNQUOTE

.

:72:PLS, CONFIRM ADVISING THE GUARANTEE AMENDMENT TO THE BENEFICIARY.

Súhlasíme so znením Dodatku k Jednotlivej Záruke v zmysle vyššie uvedeného textu.

V Bratislave, dňa

.....

za Klienta
Jaroslav Rezník, generálny riaditeľ

ŽIADOSŤ O ZMENU BANKOVEJ ZÁRUKY/ BANK AMENDMENT APPLICATION

Doporučene / Registered

Tatra banka a.s., Hodžovo námestie 3, 811 06 Bratislava 1

(ďalej len "Banka") / hereinafter referred to as "the Bank"

Tel: 00421-2-59191111 Fax: 00421-2-59191815, 59191110

* povinný údaj

** vyberte jednu z možností

Klient / Client

* Obchodné meno / Meno a priezvisko / Commercial name / Name and surname:

Rozhlas a televízia Slovenska

* Sídlo / Trvalé bydlisko / Commercial domicile / Permanent address:

Mlynská dolina, 845 45 Bratislava

* IČO / Company Registration number: 47232480

Identifikačné číslo klienta v Banke / CIF:

(ďalej len "Klient") / (hereinafter referred to as "the Client")

* Kontaktná osoba u Klienta / Contact person by the Client: Ing. Jaroslava Šmátralová

* Telefón alebo e-mail kontaktnej osoby / Phone or e-mail of contact person: jaroslava.smatralova@rtvs.sk

Žiadame Banku o zmenu bankovej záruky č. *

We hereby ask the Bank to amend the bank guarantee No.

622.678

nasledovne / as follows:

* 1. ☐ navýšiť záručnú sumu na celkovú sumu / to increase the guaranteed amount to the total amount of:

☐ predĺžiť platnosť bankovej záruky do / to prolong the validity of the bank guarantee until:

☒ iná zmena záruky / other amendment of the guarantee:

zmena v texte záruky - v prílohe

☐ zmena zabezpečenia bankovej záruky / the change of the securing of the bank guarantee:

** 2. Originál zmeny záruky Banky žiadame zaslať / the original of the guarantee letter amendment of the Bank we ask to send to:

☐ nám na pobočku Banky / to us to the branch of the Bank in:

☐ a originál prevezme (meno a priezvisko) / and the original takes over (the name and surname):

☐ nám doporučenou poštou / to us by registered mail

☐ Oprávnenej osobe kuriérom službou / to the Beneficiary by courier service

do rúk / Attn.:

☐ Oprávnenej osobe doporučenou poštou / to the Beneficiary by registered post

do rúk / Attn.:

☐ Oprávnenej osobe prostredníctvom jej banky (meno, adresa, SWIFTový kód) / to the Beneficiary through its bank (name, address, SWIFT code):

bez záväzku jej banky / without any obligation of its bank.

* Bankové poplatky a náklady na ťarchu nášho účtu č. / Bank charges and commissions for our account No:

vedenom v Banke / held by the Bank

Vzájomné práva a povinnosti Banky a Klienta sa riadia Rámcovou zmluvou o vystavovaní bankových záruk č. / Mutual relations between the Bank and the Client shall be governed by the Frame Agreement about issuing of bank guarantees No.

ktorú Banka uzatvorila s Klientom a Obchodnými podmienkami Banky pre bankové záruky zo dňa 2. júla 2003. / concluded between the Bank and the Client and by the Commercial Terms and Conditions of the Bank for bank guarantees with effect from the 2nd July 2003.

miesto a dátum / place and date

pečiatka a podpis/y štatutárneho orgánu Klienta/
stamp and signature/s of the statutory body of the Client

Prevzal dňa / Taken on:

Podpis za Banku / Signature for the Bank:

☒ platí označený text

Príloha k žiadosti o zmenu bankovej záruky

Incorrect wording	Wording which is required per our agreements
All instances of “Partners” and “UEFAs” without apostrophes: “”	Should be “Partner’s” and “UEFA’s”
We, Tatra banka, a.s., Hodzovo namestie 3, 811 06 Bratislava 1, Slovak Republic, SWIFT: TATRSKBX, IdNo.: 00686930, registered in the Commercial register of District court Bratislava I, section Sa, rider No. 71/B hereby fully, unconditionally and irrevocably guarantee to pay to UEFA any amount not exceeding the total sum of: EUR 400,000 (four hundred thousand Euros)	We, Tatra banka, a.s., Hodzovo namestie 3, 811 06 Bratislava 1, Slovak Republic, SWIFT: TATRSKBX, IdNo.: 00686930, registered in the Commercial register of District court Bratislava I, section Sa, rider No. 71/B hereby fully, unconditionally and irrevocably guarantee to pay to UEFA any amount not exceeding the total sum of: €400,000 (four hundred thousand Euros) (the “Guaranteed Amount”)
Our liability under this guarantee shall be reduced by an amount equal to any payment made by us under this guarantee or by the Partner under the terms and conditions of the Agreement subject to receipt of written confirmation from UEFA (via Credit Suisse (Switzerland) AG (CRESCHZZ80A) or any other of UEFAs correspondent banks) that the relevant funds have been received.	Our liability under this guarantee shall be reduced by an amount equal to any payment made by us under this guarantee. Further, in the event that the Partner makes a payment to UEFA under the terms and conditions of the Agreement and that payment means that the Partner’s total outstanding fees to UEFA in connection with the Agreement are thereafter decreased to an amount which is less than the then current Guaranteed Amount, the amount of the Guaranteed Amount shall be correspondingly reduced so as to be equal to the total amount of the fees then outstanding to UEFA in connection with the Agreement following the relevant payment. We agree that any and all reductions described in the paragraph immediately above shall, in all cases, only take effect upon receipt of written confirmation from UEFA (via Credit Suisse (Switzerland) AG (CRESCHZZ80A) or any other of UEFA’s correspondent banks) that the relevant funds have been received

This guarantee is valid and enforceable at any time from the date of this guarantee and shall expire on:

- a) the date on which UEFA receives the outstanding guaranteed amount (in cleared funds) in its designated account. For this purpose, the Partner must submit a statement to us evidencing that all payments have been made to UEFA in accordance with the Agreement (including the final payment date and amount), and this statement must be counter-signed by a duly-authorised officer of UEFA, or
- b) 30 June 2024,

whichever is the earlier (hereinafter the Expiry Date).

All banking charges relating to this guarantee are for the account of the Partner.

This guarantee is valid and enforceable at any time from the date of this guarantee and shall expire on:

- (a) the date on which: (i) UEFA receives the outstanding Total Rights Fees Amount (in cleared funds) from the Partner; or (ii) the date on which UEFA receives the outstanding Total Guaranteed Amount from us in its designated account. For the purpose of (i), the Partner must submit a statement to us evidencing that all payments have been made to UEFA in accordance with the Agreement (including the final payment date and amount), and this statement must be counter-signed by a duly-authorised officer of UEFA; or
 - (b) 30 June 2024,
- whichever is the earlier (the “**Expiry Date**”).

All banking charges relating to this guarantee are for the account of the Partner.