



ZM00001344

ŽIADOSŤ O VYSTAVENIE BANKOVEJ ZÁRUKY/ BANK GUARANTEE APPLICATION

Doporučené / 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: ** Fax: ** e-mail:

(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 vystavenie neodvolateľnej bankovej záruky za nás a na náš účet nasledovne /

We hereby ask the Bank to issue an irrevocable bank guarantee in our name and on our account as follows:

* 1. v jazyku / in language: ☐ slovenskom / slovak ☐ nemeckom / german ☒ anglickom / english* 2. ☐ v štandardnom znení Banky / in standard wording of the Bank ☒ v inom znení / in other wording** 3. ☒ ako vlastnú záruku Banky / as a direct guarantee of the Bank☐ ako protizáruku Banky a zároveň vystavením záruky poveriť banku - názov, adresa, SWIFTový kód - (ďalej "tretia osoba") /
as a counter guarantee of the Bank - name, address, SWIFT code - together with the instruction to issue the guarantee by the bank
(hereinafter "the third party"):

** 4. Originál záruky Banky žiadame zaslať / the original of the guarantee letter 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 kuriérnou službou / to the Beneficiary by courier servicedo rúk / Attn.: ☐ Oprávnenej osobe doporučenou poštou / to the Beneficiary by registered postdo rúk / Attn.: ☒ Oprávnenej osobe prostredníctvom jej banky (meno, adresa, SWIFTový kód) / to the Beneficiary through its bank (name, address, SWIFT code): Union des Associations Européennes de Football (UEFA), Route de Genève 46, CH-1260 Nyon 2, Switzerland, UBSWCHZH80A

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

5. Podmienky záruky / Conditions of guarantee:

* A) Oprávnená osoba (obchodné meno, sídlo) / Beneficiary (commercial name, address):

Union des Associations Européennes de Football (UEFA)
Route de Genève 46, CH-1260 Nyon 2, SwitzerlandIČO / Company registration number:

* B) Druh záruky / Type of guarantee:

☐ na účasť vo verejnej súťaži / bid bond☐ akontačná / advance payment☐ za zádržné / retention money guarantee☒ platobná / payment☐ na kvalitu / performance bond☐ iná / other:

C) Záručná suma / Guarantee amount: Mena / Currency: EUR Suma / Amount: 700 000,-

* D) Doba platnosti / Validity period: 31.12.2028

E) Zo záruky sa bude plniť po splnení nižšie uvedených podmienok, ktoré Oprávnená osoba preukáže predložením nasledovných dokumentov Banke / tretej osobe / The guarantee can be called if the conditions stated below are met and the following documents are submitted by the Beneficiary to the Bank / to the third party:

F) Ďalšie podmienky záruky (nadobudnutie účinnosti záruky, znižovanie hodnoty záruky príp. iné) / Additional conditions (entry into force, diminution in value of the guarantee etc.):

G) Záruka sa bude riadiť / The guarantee is governed by:

☐ slovenským právom / Slovak law ☐ Jednotnými pravidlami pre záruky vyplatiteľné na požiadanie vydanými MOK Publ. 758 ☐
v Paríži / Uniform Rules for Demand Guarantees (URDG) issued by ICC in Paris: Publ. 458 ☐

H) Postúpenie práv zo záruky na inú osobu / Assignment of the rights from guarantee to another person:

☐ nie je možné / is not possible
☐ je možné po dohode s Bankou / is possible following the agreement with the 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

* Identifikácia zabezpečovaného záväzku / Identification of the obligation guaranteed:

Zmluva č. / Objednávka č. / Contract No. / Order No.: zo dňa / from:

Verejná súťaž č. / Tender No.: Dátum uzávierky verejnej súťaže / Tender closing date:

Tovar / služby (uviesť v jazyku záruky) / Goods / services (in the language of the guarantee):

* Zabezpečenie bankovej záruky / Securing of the bank guarantee:

☐ peňažnými prostriedkami na termínovanom vkladovom účte č. /
by deposits on the term deposit account No.: vedenom v Banke / held by the Bank

☐ peňažnými prostriedkami na kontokorentnom účte č. /
by deposit on the overdraft account No.: vedenom v Banke / held by the Bank

☒ iným spôsobom dohodnutým s Bankou /
by another way agreed with 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.

Prílohy k žiadosti / Enclosures:

- ☐ výpis z obchodného registra Klienta / extract from Commercial register of the Client
☐ podmienky verejnej súťaže / kópia obchodnej zmluvy / faktúry / tender conditions / copy of the contract / invoice
☒ Dohodnutý text znenia bankovej záruky

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:

☒ platí oznčený text

Podpis za Banku / Signature for the Bank:

For the Attention of:
Head of Media Rights Legal Services
UEFA
Route de Genève 46
CH – 1260 Nyon 2
Switzerland

[insert date]

Dear Sirs

Bank Guarantee Number: [●] (the “Guarantee”)

Whereas, Union des Associations Européennes de Football, Route de Genève 46, CH – 1260 Nyon 2, Switzerland (“**UEFA**”) has granted to Rozhlas a televízia Slovenska, Mlynská dolina, 845 45 Bratislava, Slovakia (the “**Partner**”), certain media rights in respect of the 2022 UEFA Nations League, 2024 UEFA Nations League and 2026 UEFA Nations League, 2023 UEFA Nations League Finals and 2027 UEFA Nations League Finals, the European Qualifiers (qualification competitions for UEFA EURO 2024, 2026 FIFA World Cup and UEFA EURO 2028) and certain International Friendly Matches, for exploitation in the territory of Slovakia, pursuant to a media rights agreement between the Partner and UEFA dated 30 November 2021 (the “**Agreement**”).

Whereas the Partner has agreed pursuant to the Agreement, to pay UEFA a licence fee of €4,400,000 (four million four hundred thousand Euros) (the “**Licence Fee**”).

Whereas the Partner is contractually required to provide a full, unconditional and irrevocable bank guarantee for an amount equal to €700,000 (seven hundred thousand Euros) (the “**Guaranteed Amount**”).

We, [insert full registered name of Bank] of [insert registered address of Bank], hereby fully, unconditionally and irrevocably guarantee to pay to UEFA any amount not exceeding the Guaranteed Amount, against UEFA’s first written demand irrespective of the validity and effectiveness of the Agreement (including any early termination or amendment thereof) and notwithstanding any objection of whatever nature by the Partner or any third party and without necessity of any legal or judicial proceedings. Such payment shall be made within seven (7) business days of UEFA’s first written demand. For the purposes of this Guarantee, a “business day” shall mean any day (other than a Saturday, Sunday or public holiday) on which banks are open for business in the Canton of Vaud, Switzerland and the country in which we, issuing bank, are domiciled.

We, [insert full registered name of Bank], hereby waive any and all rights of objection and/or defence including without limitation the right to set-off any guaranteed sums (whether under this Guarantee, the Agreement or otherwise) against any sums owed to [insert full registered name of Bank] by UEFA.

For the purpose of identification, UEFA’s written demand for payment must be presented to us through UBS Switzerland AG (or any other of our correspondent banks), as an intermediary. UEFA’s claim is also acceptable if transmitted to us in full by authenticated SWIFT through UBS Switzerland AG (or any other of UEFA’s correspondent banks), confirming that your original claim in writing has been sent to us.

All payments by us under this Guarantee shall be made free and clear of, and without deduction or withholding for, or on account of, any taxes, currency control restrictions, assessments, excises, imposts, governmental charges, duties or other withholdings of any

nature whatsoever. We shall be solely responsible for any and all such deductions or withholdings and, to the extent that we are required to make such deductions or withholdings, we shall gross up the relevant amount to ensure that UEFA receives and retains (free of any liability in respect of such deduction or withholding), the full cash amount that it would otherwise have been entitled to receive.

In the event that:

- (a) we make a payment under this Guarantee, the Guaranteed Amount shall be reduced by an amount equal to such payment; and/or
- (b) the Partner makes a payment to UEFA under the terms and conditions of any of the Agreements and following receipt of such payment the outstanding amount of the Licence Fees due under all Agreements is reduced 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 outstanding amount of the Licence Fees due under all Agreements following receipt of the relevant payment.

For the avoidance of doubt and without prejudice to the foregoing, any payment made by (i) us under this Guarantee in respect of an individual Agreement or (ii) the Partner under the terms and conditions of an individual Agreement shall not (in either case) affect our obligation to make any payment under this Guarantee in respect of any of the other Agreements. 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 UBS Switzerland AG or any other of UEFA's correspondent banks) that the relevant funds have been received.

UEFA shall be entitled to make any number of requests for payment under this Guarantee, provided that such requests do not exceed the Guaranteed Amount.

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) 31 December 2028,

whichever is the earlier.

All banking charges relating to this Guarantee are for the account of the Partner. This Guarantee is personal to UEFA and the Partner and neither UEFA nor the Partner shall assign, transfer or deal in any other manner with any or all of its rights and obligations under this Guarantee without the prior written consent of the other and *[insert full registered name of Bank]*.

This Guarantee shall be governed by and construed in accordance with the laws of Switzerland. Any and all disputes arising in relation to this Guarantee shall be submitted to the exclusive jurisdiction of the courts of Nyon, Switzerland. However, UEFA may also undertake proceedings against us in any other court of competent jurisdiction.



TATRA BANKA

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,
Tel.: 00421-2-59191111
(ďalej len "Banka")

Rozhlas a televízia Slovenska ZM00001344
Mlynská dolina
845 45 Bratislava
IČO: 47232480
(ďalej len "Klient")

Oddelenie bankových záruk

V Bratislave, dňa 14.12.2021

VEC: Odpoveď na Žiadosť o vystavenie bankovej záruky

Klient požiadal Banku o vystavenie bankovej záruky, ktorej základné údaje boli uvedené v Žiadosti o vystavenie bankovej záruky (ďalej len "Žiadosť").

V Prílohe č. 1 k tomuto listu Banka predkladá Klientovi na odsúhlasenie návrh znenia Jednotlivej Záruky č. 623.493 (ďalej len "Jednotlivá Záruka").

Dohoda obsiahnutá v tejto Odpovedi na Žiadosť o vystavenie bankovej 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 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.

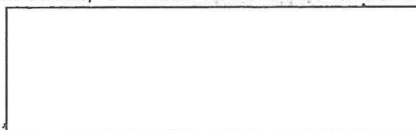
V súvislosti s vystavením Jednotlivej Záruky bude Klient povinný zaplatiť Banke nasledovné poplatky:

- 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 vždy štvrťročne vopred,
- b) Spracovateľský poplatok: EUR 0,00 splatný v deň akceptácie tejto Odpovede na Žiadosť Klientom,
- 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 14.12.2021 bude automaticky pokladať Žiadosť Klienta za zrušenú a Klientovi zúčtuje poplatok za zrušenie Žiadosti.

Upozornenie: Banka upozorňuje Klienta, že v zmysle Jednotlivej Záruky nebude Banka, v prípade uplatnenia záruky, povinná skúmať oprávnenosť osôb konajúcich v mene Oprávnenej osoby a prípadné uplatnenie zo strany Oprávnenej osoby bude Banka považovať v tomto ohľade za právoplatne podpísané (ďalej len "Upozornenie Banky").

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 vystavením Jednotlivej Záruky podľa nami odsúhlaseného znenia Jednotlivej Záruky, ktoré tvorí Prílohu č. 1 k tomuto listu,
- b) s poplatkami, ktoré sme povinní zaplatiť.

Berieme na vedomie Upozornenie Banky a súhlasíme so skutočnosťami uvedenými v Upozornení Banky.

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 vystavenie bankovej záruky zo dňa 14.12.2021

Znenie Jednotlivej Záruky:

MT 760

RCV:UBSWCHZH80A
UBS SWITZERLAND AG
(HEAD OFFICE)
ZURICH CH
:15A:
:27:1/1
:22A:ISSU
:72Z:FOR GUARANTEES DEPT: PLEASE ADVISE THIS MESSAGE TO THE
BENEFICIARY, UEFA, NYON, SWITZERLAND, WITHOUT ANY OBLIGATIONS
AND LIABILITY ON YOUR PART AND WITHOUT CHARGES FOR US AND PLEASE
ACKNOWLEDGE TOO.
:15B:
:20:BG 623.493
:30:.....issuance date....
:22D:DGAR
:40C:NONE
:23B:FIXD
:31E:281231
:50:Rozhlas a televizia Slovenska, Mlynska dolina,845 45
Bratislava, Slovak Republic (hereinafter the Partner)
:52A:TATRSKBXXXX
:59:UNION DES ASSOCIATIONS EUROPEENNES DE FOOTBALL, Route de
Geneve 46, CH-1260 NYON 2, Switzerland (hereinafter UEFA)
:56A:UBSWCHZH80A
:32B:EUR700000,00
:45C:For the purpose of identification, UEFAs written demand for
payment must be presented to us through UBS Switzerland AG (or
any other of UEFAs correspondent banks), as an intermediary.
UEFAs claim is also acceptable if transmitted to us in full by
authenticated SWIFT through UBS Switzerland AG (or any other of
UEFAs correspondent banks), confirming that UEFAs original claim
in writing has been sent to us.
:77U: For the attention of: Head of Marketing Legal Services

Whereas beneficiary,UEFA has granted to the Partner certain
media rights in respect of the 2022 UEFA Nations League, 2024
UEFA Nations League and 2026 UEFA Nations League, 2023 UEFA
Nations League Finals and 2027 UEFA Nations League Finals, the
European Qualifiers (qualification competitions for UEFA EURO
2024, 2026 FIFA World Cup and UEFA EURO 2028) and certain
International Friendly Matches, for exploitation in the
territory of Slovakia, pursuant to a media rights agreement
between the Partner and UEFA dated 30 November 2021 (hereinafter
the Agreement).

Whereas the Partner has agreed pursuant to the Agreement, to pay
UEFA a licence fee of EUR 4,400,000 (four million four hundred
thousand Euros) (hereinafter the Licence Fee).

Whereas the Partner is contractually required to provide a full,
unconditional and irrevocable bank guarantee for an amount equal



to EUR 700,000 (seven hundred thousand Euros) (hereinafter the ZM00001344
Guaranteed Amount).

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 Guaranteed Amount against UEFA's first written demand irrespective of the validity and effectiveness of the Agreement (including an early termination or amendment thereof) and notwithstanding any objection of whatever nature by the Partner or any third party and without necessity of any legal or judicial proceedings. Such payment shall be made within seven (7) business days of UEFA's first written demand. For the purposes of this guarantee, a „business day,, shall mean any day (excluding Saturdays, Sundays and public holidays) on which banks are open for business in Canton of Vaud, Switzerland and the country in which we, issuing bank, are domiciled.

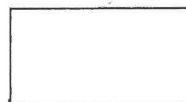
We, Tatra banka, a.s., hereby waive any and all rights of objection and/or defence including without limitation the right to set off any guaranteed sums (whether under this guarantee, the Agreement or otherwise) against any sums owed to Tatra banka, a.s. by UEFA.

All payments by us under this guarantee shall be made free and clear of, and without deduction or withholding for, or on account of, any taxes, currency control restrictions, assessments, excises, imposts, governmental charges, duties or other withholdings of any nature whatsoever. We shall be solely responsible for any and all such deductions or withholdings and, to the extent that we are required to make such deductions or withholdings, we shall gross up the relevant amount to ensure that UEFA receives and retains (free of any liability in respect of such deduction or withholding), the full cash amount that it would otherwise have been entitled to receive.

In the event that:

- a) we make a payment under this guarantee, the Guaranteed Amount shall be reduced by an amount equal to such payment, and/or
- b) the Partner makes a payment to UEFA under the terms and conditions of any of the Agreements and following receipt of such payment the outstanding amount of the Licence Fees due under all Agreements is reduced 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 outstanding amount of the Licence Fees due under all Agreements following receipt of the relevant payment.

For the avoidance of doubt and without prejudice to the foregoing, any payment made by (i) us under this guarantee in respect of an individual Agreement or (ii) the Partner under the terms and conditions of an individual Agreement shall not (in either case) affect our obligation to make any payment under this guarantee in respect of any of the other Agreements. 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 UBS Switzerland



AG or any other of UEFAs correspondent banks) that the relevant funds have been received.

UEFA shall be entitled to make any number of requests for payment under this guarantee, provided that such requests do not exceed the total Guaranteed Amount.

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-authorized officer of UEFA, or
 - b) 31 December 2028,
- whichever is the earlier.

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

This guarantee is personal to UEFA and the Partner and neither UEFA nor the Partner shall assign, transfer or deal in any other manner with any or all of its rights and obligations under this guarantee without the prior written consent of the other and Tatra banka, a.s..

This guarantee shall be governed by and construed in accordance with the substantive laws of Switzerland. Any and all disputes arising in relation to this guarantee shall be submitted to the exclusive jurisdiction of the courts of Nyon, Switzerland. However, UEFA may also undertake proceedings against us in any other court of competent jurisdiction.

Súhlasíme so znením Jednotlivej Záruky v zmysle vyššie uvedeného textu.

V Bratislave, dňa

.....
za Klienta

Jaroslav Rezník, generálny riaditeľ

