

### Agreement on the Broadcasting of time

concluded on ..... by and between:

Company name: SLOVAKIA TRAVEL, with its registered office in Bratislava at Lamačská cesta no. 8, 833 04 Bratislava 37, legal form: state budgetary organisation established by the Ministry of Transport and Construction of the Slovak Republic based on Decision No. 35/20021, Deed of Foundation No. 19857/2021/SRF/33660 of 17th March 2021, Statutory body: Ing. Václav Mika, Director-General, Company registration number: 53 667 506, Tax registration number: 2121468976, Bank name: , IBAN: ,

hereinafter referred to as the "**Ordering Party**"

and

TVN S.A., with its registered office in Warsaw at ul. Wiertnicza 166, 02-952 Warsaw, entered into the National Court Register (KRS) – Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, under KRS number: 0000213007, share capital / paid up capital of the Company: PLN 74,466,287.20, Tax Identification Number NIP: 9510057883, Statistical Number REGON: 011131245, holding the status of a large entrepreneur within the meaning of Article 4 (6) of the Act on Counteracting Excessive Delays in Commercial Transactions of 8 March 2013 (Journal of Laws of 2013, item 403, as amended) and Annex I to Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty (Journal of Laws. EU L 187 of 26.06.2014, p. 1, as amended), hereinafter referred to as the "**Contractor**",

hereinafter jointly referred to as the "Parties", reading as follows:

### Subject matter of agreement

#### § 1

1. The Ordering Party shall hereby order the Contractor to broadcast 30 – second spots being in support of tourism, hereinafter referred to as "spot", in the TVN and TVN7 TV programmes broadcast by the Contractor, in the period from 05.02.2022 to 17.02.2022, under the terms and conditions set forth in this Contract in accordance with the Contractor's commercial offer approved by the Ordering Party.
2. The detailed schedule for the broadcast of spots shall be sent by the Contractor immediately after the Contractor announces the programme framework for February, no later than 3 days before the first broadcast of the spot.
3. Payment of the Contractor's remuneration for the benefits hereunder shall take place within the time frame specified in § 3 hereof.
4. If due to the measures adopted in connection with a declared situation of emergency or state of emergency caused by the COVID-19 disease, the Ordering Party will not deem broadcasting of the media commercial communication specified in the Subject matter of the Contract under the Media Plan as appropriate and expedient, the Contracting parties agreed that the Provider is obliged to make, on the basis of a well-founded request made in writing by the Ordering Party and under his instructions, a shift regarding broadcasting of the media commercial communication.

## **Representations of the Parties**

### **§ 2**

1. The Ordering Party shall hereby declare and represent that it conducts activities in the field of tourism promotion of the Slovak Republic.
2. The Ordering Party shall hereby declare that it is aware of the scope and technical parameters of television programmes distributed by TVN and fully accepts them.
3. The Ordering Party shall deliver advertising spots to the Contractor no later than 5 business days before the start of the broadcast of spots via the online Transfer TVN Media service (transfer.tvnmedia.pl).
4. The Ordering Party shall hereby declare and represent that:
  - a) it shall have all rights to advertising spots delivered to the Contractor, including proprietary copyrights and related rights, as well as all rights to trademarks and works used in the delivered advertising films to the extent necessary to broadcast the advertising film by means of wired and wireless video and audio by ground-based stations and satellites, distributing it on cable networks, and via a computer network (Internet), on VoD websites, and that it shall be fully liable for any claims of third parties related to the violation of intellectual and industrial property rights, proprietary copyrights or personal rights,
  - b) the broadcast of the advertising spot shall not result in TVN having to pay any fees to third parties or associations representing them, except for the fees in accordance with generally applicable provisions of law
5. The Ordering Party shall deliver to the Contractor, together with the advertising spots, duly completed and signed copyrights specifications.
6. The technical requirements to be met by files with the recorded spots in order to enable their broadcast at TVN shall be attached as Appendix no. 2 hereto.
7. The Contractor is entitled to provide broadcasting time of programmes as a broadcaster of the TVN television programme service on the basis of the broadcasting licence granted until 14.04.2024 and a broadcaster of the TVN 7 television programme service on the basis of the broadcasting licence granted until 25.02.2022

## **Remuneration**

### **§ 3**

1. The remuneration of the Contractor for the broadcast of spots in the indicated period in all TVN TV programmes shall amount to a maximum of PLN 451 228,00/ EUR 99 389,43 (exchange rate 1 EUR = 4.54PLN) net in total for the provision of services referred to in §1 (1). The total remuneration of the Contractor is based on guaranteed 160 GRPs.
2. For the Contractor's services hereunder, the Ordering Party shall pay the Contractor's remuneration on the basis of an invoice correctly issued by the Contractor. The remuneration referred to in § 3 (1) shall be payable within 14 days from the date of a correctly issued invoice. ( VAT to be settled in line with relevant tax law provisions).
3. The Contractor shall issue the invoice after broadcasting spots.
4. If the number of GRP points actually obtained is lower than or equal to 7% or higher than the number specified in the Contractor's Offer, the issue shall be deemed to have been carried out in accordance with the Agreement and the Ordering Party shall be obliged to pay the remuneration specified in § 3 (1).

5. If the number of GRP points actually obtained is lower than that specified in the Contractor's Offer by more than 7%, the Ordering Party shall be obliged to pay only for the GRP points actually obtained. For the purpose of settling the Contract, the Parties shall assume, in accordance with the Contractor's Offer, that the cost of 1 GRP is PLN 2817.90 pln.
6. The remuneration referred to in item 1 shall be wire-transferred by the Ordering Party to the Contractor's bank account specified in the invoice without deduction of any withholding tax.
7. The date of payment shall be the date on which the Ordering Party's bank account has been debited.
8. The Contractor shall hereby declare that it is a registered active VAT payer entitled under the provisions of the Act of 11 March 2004 on Value Added Tax to issue invoices and that the bank account indicated by the Contractor is on the list kept by the Head of the National Tax Administration in accordance with Article 96b of this Act.

### **Personal data**

#### **§ 4**

1. The personal data controller of the persons representing SLOVAKIA TRAVEL is TVN S.A. , who can be contacted in matters concerning the processing of personal data at [iod@tvn.pl](mailto:iod@tvn.pl). TVN S.A. shall hereby inform that full information on the processing by TVN Media S.A. of the personal data of these persons has been contained in Appendix no. 5 hereto.
2. SLOVAKIA TRAVEL undertakes to provide the persons indicated in this Agreement by SLOVAKIA TRAVEL as the contact person with the information indicated in the Appendix no. 5 and provide evidence of communication to these persons of the information indicated in the Appendix no. 5 to TVN S.A. on request.

### **Final provisions**

#### **§ 5**

1. The Service Provider agrees to the publication of the contract in the Central Register of Contracts kept by the Government Office of the Slovak Republic in accordance with § 47a sec. 1 of Act no. 40/1964 Journal Of the Civil Code, as amended, in connection with § 5a sec. 1 and 6 of Act no.211/2000 Coll. On Free Access to Information and on Amendment to Certain Acts (Freedom of Information Act), as amended. The Agreement shall enter into force on the day of its conclusion
2. Any amendments to the provisions of this Agreement shall be made in writing, otherwise being null and void.
3. The persons signing this Agreement shall hereby declare and represent that they are authorised to sign and make declarations on behalf of the Parties hereto.
4. The Parties shall hereby authorise the following persons to make arrangements and perform the activities resulting from the fulfilment hereof as well as to supervise its fulfilment:
  - a) for the Ordering Party , tel. , e-mail:
  - b) for the Contractor – , tel. , e-mail: or another person indicated by the Contractor.
5. In matters not regulated herein, generally applicable provisions of law of Poland shall apply, including in particular the provisions of the Civil Code, the Broadcasting Act of 29 December 1992 (consolidated text Journal of Laws of 2020, item 805, as amended) and the Act on Copyrights and Related Right of 4 February 1994 (Journal of Laws of 2019, item 1231).

6. The Parties hereto shall comply with any and all applicable legal provisions, rules or regulations (international, federal, state or local ones), in particular the requirements of the US Office of Foreign Assets Control, the provisions of the US Foreign Corrupt Practices Act, the UK Bribery Act, and any other locally applicable sanctions and/or laws, legal provisions or regulations concerning the fight against corruption. In addition, the Ordering Party shall agree to comply with the Discovery Code of Ethics and is aware and agrees to inform its employees about the existence and availability of Discovery helpline to be used to report any ethical problems that they may observe in their contacts with Discovery/TVN. The Discovery Code of Ethics is available at the Discovery website (corporate.discovery.com) and at the website of the Discovery helpline (discovery.ethicspoint.com). The Ordering Party shall agree that if it becomes aware or has reason to believe that an action infringing the aforementioned rights or Discovery Code of Ethics has taken place or has taken place in connection herewith, it shall immediately disclose such action to Discovery. The Ordering Party shall hereby agree that if such activity is identified or if the Ordering Party is subject to any sanction system, Discovery may suspend or terminate the Agreement without limiting any other rights, without incurring liability and without observing the notice period.
7. In the event of any disputes, the Parties hereto shall endeavour to settle the dispute amicably, and in the event of disagreement, the court competent to settle the dispute shall be the common court having jurisdiction over the registered office of the Contractor.
8. The Parties shall maintain full confidentiality with regard to the terms and conditions hereof during and after the term hereof. The obligation of secrecy shall not be limited in time. The obligation of secrecy shall be without prejudice to the obligations arising from the law or decision(s) of the competent authority.
9. The Agreement has been drawn up in 4 identical counterparts, 3 for the Ordering Party and 1 for the Contractor.
10. Appendices shall constitute an integral part hereof.

#### **Appendices:**

No. 1 – National Court Register (KRS) TVN S.A.

No. 2 – Technical requirements of TVN concerning advertising materials

No. 3 – TVN S.A. Information Clause

No. 4 - Contractor's Offer

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**Contractor**

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**Ordering Party**

Ing. Václav Mika, Director-General