

**Contract for the sale of broadcasting time**

concluded pursuant to § 269 section 2 of Act No. 513/1991 Coll. of the Commercial Code as amended by later provisions (hereinafter referred to as „**Commercial Code**“)

(hereinafter referred to as „**Contract** “)

*by and between the following contracting parties*

Ordering Party:

Company name:	<b>SLOVAKIA TRAVEL</b>
Registered seat:	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 17 <sup>th</sup> March 2021
Statutory body:	Ing. Václav Mika, Director-General
Company registration number:	53 667 506
Tax registration number:	2121468976
VAT number:	SK2121468976
Bank name:	Štátna pokladnica
IBAN:	SK16 8180 0000 0070 0065 9931

(hereinafter referred to as „**Ordering Party**“)

and

Provider:

Company name:	<b>EUROSPORT SAS</b>
Registered seat:	rue Gaston et René Caudron 3, 92798 Issy-Les-Moulineaux Cedex 9, France
Statutory body:	Andrew Georgiou
Company registration number:	353 735 657
Tax registration number:	FR17 353 735 657
Bank name:	BNPPARB PARIS A CENTRALE
IBAN:	FR7630004008280001174743576

(hereinafter referred to as „**Provider**“)

(The Ordering Party and Provider further commonly referred to as “**Contracting parties**”, or separately as “**Contracting party**”).

### **Initial provisions**

1. The Ordering Party as the national destination agency in the area of supporting development of tourism in the Slovak Republic gives priority to promoting and presenting the Slovak Republic abroad, and in Slovakia as a target country of tourism. Based on the marketing research into the tourism market within its mission and scope of activities provides marketing and promotional activities aimed at broadening and increasing the presentation levels of possibilities of tourism in Slovakia and support of the sale of tourism products.
2. The Ordering Party is the state budgetary organisation which serves as the public contracting authority pursuant to § 7 section 1 subsection d) of the Act No. 343/2015 Coll. of laws on public procurement on the amendment and supplements to certain laws as amended (hereinafter referred to as „**Public Procurement Act**“).
3. The contracting parties are concluding this Contract pursuant to § 1 section 2 subsection j) of the Act on public procurement under the following terms and conditions:

### **Article I.**

#### **Subject matter of contract**

1. The Provider is entitled to provide broadcasting time of programmes as a broadcaster of the EUROSPORT television programme service on the basis of the broadcasting licence granted until December 31<sup>st</sup> 2025.
2. The Provider undertakes to provide the Ordering Party within the EUROSPORT broadcasting time to broadcast a piece of communication in the form of verbal and visual information that will be delivered as a 30"spot in support of tourism under the terms and conditions set forth in this Contract (hereinafter referred to as „Subject matter of Contract“). The Annex no. 1 – Commercial Offer constitutes an inseparable part of this Contract.
3. The Provider is the entity capable of concluding the Contract in question, he has all internal and external permissions to the conclusion of this Contract as well as to its performance.
4. The conclusion of the Contract in question and its subsequent performance are not in conflict with the laws of the Provider, which he is governed by, neither conflict with his internal regulations which he is bound by.
5. All provisions of the Contract, including the provisions concerning the choice of law and dispute settlement are binding and enforceable for the Provider.
6. Performance of the Subject matter of the Contract itself on the part of the Provider shall be carried out under the time schedule mutually agreed by both parties by email communication for broadcasting the product specified in section 2 of this article of the Contract containing a concrete time of broadcasting the spot.
7. The Ordering Party undertakes to supply the Provider with a spot relevant for the TV broadcasting.

8. The Ordering Party undertakes to pay the Provider a price stipulated in the Article III section 1 of the Contract provided the Subject matter of the Contract has been performed duly and completely.

## **Article II.**

### **Time, place and manner of performance**

1. The Provider is obliged to perform the Subject matter of the Contract to 31.07.2022 in accordance with Annex No. 1 of the Contract within the television broadcasting.
2. The Provider is obliged to provide performance of the Subject matter of the Contract in a timely manner with due diligence. The Subject matter of the Contract is performed duly provided it meets all requirements stipulated under the Contract and under instructions given by the Ordering Party. The Subject matter of the Contract must be performed in an adequate quality and without errors that could result in damage caused to the Ordering Party or to a third party.

## **Article III.**

### **Price and payment conditions**

1. The contracting parties agreed that the price in total which the Ordering Party shall pay to the Provider for the performance of the Subject matter of the Contract is final, it is agreed in accordance with Act No. 18/1996 Coll. on prices as amended and by the Decree of the Ministry of Finance of the Slovak Republic No. 84/1996 Coll. which implements Act No. 18/1996 on prices as amended, and it is 300 000 EUR excluding VAT (in words: three hundred thousand EUR excluding VAT).
2. The right to the payment of the price arises after the performance of the part of the Subject matter of the Contract is provably carried out, based on the invoices issued by the Provider for the performances supplied as of the last day of each calendar month while this Contract remains in force and effect, and by supplying the list of the times of the spot that were broadcast for the relevant calendar month.
3. The maturity of the invoice shall be 30 (thirty) calendar days since the date of its delivery to the seat of the Ordering Party.
4. An invoice shall contain all particulars of a tax document pursuant to Act No. 222/2004 Coll. on value added tax and shall be issued in accordance with other legislation applicable in the seat of the Provider and agreed contractual terms and conditions. The person liable for payment of VAT is the person to whom the service is supplied (according to Articles 193 to 196 of Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax as amended by Council Directive 2006/138/EC of 19 December 2006). The acknowledgement of the provision of the part of the performance under this Contract makes up an inseparable part of each invoice, together with a list of exact spots that were broadcast in television programme services of the Provider.
5. The invoice shall be paid by a wire transfer to a bank account of the Provider that is stated in the heading of the Contract.

6. In case the text of the invoiced services is not in accordance with the wording of this Contract, the Ordering Party reserves their right to return such invoice and require its correction and not to make a payment of the sum required until the corrections to the text are made.

#### **Article IV.**

##### **Rights and obligations of Contracting parties**

1. The rights and obligations of the Ordering Party:
  - a) The Ordering Party is obliged to provide all necessary concurrence to the Provider while performing the Subject matter of the Contract, especially the Ordering Party is obliged to supply a spot for the television broadcasting to the Provider which should be broadcast by the television programme service of the Provider sufficiently in advance before the scheduled broadcasting, that is minimum 7 (seven) working days. The Provider is not in default on performing their obligations under this Contract for a period during which the Ordering Party did not provide (or was not providing) concurrence to which he was bound under this Contract. The Ordering Party holds responsibility for the accuracy and completeness of the documents provided by him.
  - b) The Ordering Party is entitled during the performance of the Subject matter of the Contract specify their requirements regarding the Subject matter of the Contract and their criteria, however only within the scope of the terms and conditions stated in the specification of the Subject matter of the Contract stipulated in the Annex No.1 of the Contract.
  - c) The Ordering Party is entitled to be informed about a continuous state of the performance of the Subject matter of the Contract or claim what is not in conformity with this Contract.
  - d) The Ordering Party undertakes to pay the agreed price to the Provider for the Subject matter of the Contract under the terms and conditions of the Contract.
2. The rights and obligations of the Provider:
  - a) The Provider undertakes to proceed while performing the Subject matter of the Contract in accordance with the instructions given by the Ordering Party subject to compliance of any applicable laws and regulations.
  - b) The Provider is obliged in a timely manner notify in writing the Ordering Party of what concurrence, documents, information and so on will need from the Ordering Party. At the same time, the Provider is obliged to notify the Ordering Party of inappropriate requirements while performing the Subject matter of the Contract. The Provider is obliged to treat the documents provided by the Ordering Party exclusively for the purposes of performing the Subject matter of the Contract in accordance with the Contract; he must not make the documents accessible to the third parties, even in the case of termination/rescission of the Contract.
  - c) The Provider undertakes, without delay, to inform in writing the Ordering Party about any possible delay or other facts, which could endanger timely and proper performance of the Subject matter of the Contract.

3. The Contracting parties have agreed that they will keep each other informed on all issues that relate to the performance of the Subject matter of the Contract.

#### **Article V.**

##### **Termination of Contract and penalties**

1. The Contract terminates:
  - a) upon expiry of the period under Article II of the Contract,
  - b) by mutual written agreement between the Contracting parties,
  - c) Upon withdrawal from the Contract,
2. The agreement pursuant to section 1 subsection b) of this Article must be concluded in writing, must be signed by both Contracting parties and must contain an agreement regarding mutual settlement of unresolved property issues which arose in connection with the Contract, otherwise such agreement is invalid.
3. Each of the Contracting parties may withdraw from the Contract in case of substantial breach of obligations caused by the other party. Withdrawal takes effect after delivery of a written notification of such withdrawal upon the other contracting party. Withdrawal shall be in writing, it shall be delivered upon the other contracting party and shall state a specified ground for withdrawal, otherwise it is invalid. Withdrawal from the Contract does not terminate the Contract from the beginning, but only since the date of delivering such withdrawal upon the other contracting party.
4. The Ordering Party is entitled to withdraw from the Contract in case of substantial breach of the Contract caused by the Provider, whereby substantial breach of the Contract caused by the Provider is mainly if:
  - a) The Provider repeatedly breached their contractual obligations set out in this Contract, which means he did not perform the Subject matter of the Contract or its part duly and in a timely manner, or within the time limits stipulated under the Contract,
  - b) The Provider while performing the Contract has breached the rights of the third parties in a serious manner.
5. The Provider is entitled to withdraw from the Contract in case of substantial breach of the Contract caused by the Ordering Party, whereby substantial breach of the Contract caused by the Ordering Party is the fact that the Ordering Party is late with the payment for the invoice for more than 60 (sixty) days after the receipt of the invoice.
6. In case of late payment of the invoice, the Provider may require from the Ordering Party to pay an interest on such late payment at the rate of 0,01% of the sum due for each and every day of delay.
7. In case of wilful non-performance of the Subject matter of the Contract caused by the Provider duly and in a timely manner, or in case the Provider does not properly eliminate defects of the relevant performance of the Subject matter of the Contract, the Ordering Party is entitled to claim a contractual penalty at the amount of 1% of an aliquot part of the price of the defective performance. The entitlement of the Ordering Party to claim damages for the harm suffered is not affected. Contractual penalties are

due on 30<sup>th</sup> (thirtieth) day since the date when the non-performance of the obligation occurred to whose breach such contractual penalty refers to. The provisions of Article III regarding the invoicing of a contractual penalty shall apply accordingly.

8. If due to the measures adopted in connection with a declared situation of emergency or state of emergency, 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 the of media commercial communication under the Media Plan or even decide on a complete cancellation or re-launching of their broadcasting.

#### **Article VI.**

##### **Liability for defects and damage**

1. The Provider holds liability for the fact that the performance of the Subject matter of the Contract corresponds at the time of conclusion to the outcome specified in the Contract, requirements defined in the Annex No. 1 and instructions given by the Ordering Party.
2. The contracting party which caused damage to the other contracting party will be relieved from liability if they prove that damage was caused by a circumstance of force majeure, outside of their control.
3. The Provider is obliged to compensate the Ordering Party for the damage suffered in connection with the performance of the Subject matter of the Contract provided the performance in question has not been carried out duly and in a timely manner.
4. The contracting parties hold liability for damage which arose pursuant to the provisions of the Commercial Code. The entitlement to claim damages will not arise to the entitled party unless the obligated party proves that the breach of their legal or contractual obligation was due to the occurrence of force majeure. This is not the case when an obstacle, which was denoted as force majeure, occurred in time when the obligated party was delayed in performing their obligation.
5. The Ordering Party shall not be held liable for damage caused by the breach of the contractual obligations of the Provider.

#### **Article VII.**

##### **Confidentiality and protection of personal data**

1. All information which the contracting parties provided to each other for the purpose of the performance of the Subject matter of the Contract during the pre-contractual negotiations is deemed confidential, and the provision of such information to a third party may the contracting party carry out only after prior written consent of the other party to the Contract. The contracting party undertakes to protect the information which they obtained as their own, use it only for the purpose of performing the Subject

matter of the Contract, not to misuse the information and not to make it accessible to third parties. Confidential information cannot be disclosed to a third party without an express prior written consent given by the other contracting party, unless the terms of the Contract specify otherwise, or unless the Contract provides otherwise. For the purposes of this Contract, as confidential information is deemed all information, data, or other factual matters which the contracting party learnt on the basis of this Contract or in connection with the Contract (hereinafter referred to as “confidential information”).

2. Each contracting party is obliged, unless the Contract or generally binding principles of law provide otherwise, be under the obligation of secrecy regarding confidential information, and is obliged to ensure that any piece of confidential information cannot be disclosed without prior consent given by the other contracting party, either such disclosure is made entirely or partly, to a third person.
3. The said obligation of secrecy remains in force even upon the termination of this contractual relation.
4. The obligation of secrecy shall not apply if the contracting party proves in a responsible manner that:
  - a) He is obliged to make the confidential information in question accessible or disclose it in conformity with the law,
  - b) Confidential piece of information became generally known.
5. In case the contracting party intends to make a confidential piece of information accessible, such party is obliged, without any further delay, to notify of this fact the other contracting party in advance.
6. For the breach of the obligation of secrecy is not considered:
  - a) If a piece of confidential information is made accessible to a legal representative within the necessary extent, to a tax consultant or an auditor of the contracting party, if the said persons will provably be bound to the obligation of secrecy by the contracting party.
  - b) Publication of the Contract in the Central Register of Contracts maintained by the Government Office of the Slovak Republic.
  - c) Publication of the Contract by the Office for Public Procurement upon submission of the Contract by the Ordering Party.
7. The contracting parties have established standard protection of personal data which lies in adopting reasonable technical and organisational measures to ensure the processing of personal data exclusively for a specific purpose, minimization of the amount of acquired personal data and the extent of their processing, time limits for their storage and availability of personal data. The contracting parties process personal data in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as well as in accordance with the Act No. 18/2018 Coll. on the protection of personal data and on the amendment and supplement of certain laws.
8. The contracting parties shall provide the information and data that are subject to the protection of personal data exclusively to a person who is concerned.

9. The information and data that are subject to the protection of personal data shall be provided to a court of law, prosecutor's office or other state authority for the purposes of fulfilment of their tasks in accordance with a specific provision or for the purposes of detection, investigation and prosecution of criminal offences.

#### **Article VIII.**

##### **Delivery and communication between contracting parties**

1. Every piece of communication under the Contract between the Contracting Parties will be conducted via authorized persons – statutory bodies of the Contracting Parties or through persons authorised to conduct negotiations about substantive issues and business issues.
2. All statements made between the Contracting Parties with regard to the performance of the Contract must be executed in the written form and delivered by fax, in person, electronically or by post upon the other Contracting Party pursuant to this Article of the Contract.
3. The Contracting Parties agreed that they will deem the written form of their communication as maintained even in case the communication was conducted in the electronic form (via e-mail). Every email communication between the Contracting Parties will be conducted through contact persons, that is for the Provider, e-mail: , and for the Ordering Party the contact person is , e-mail: . However, this is not the case, if there are legal acts which give rise to the change, creation and termination of rights and duties arising out of this Contract. Such notifications must be executed in writing and must be delivered to the other party either in person or by registered mail or by other means of registered postal service to the address stated on the front page of this Contract.
4. Written communication between the Contracting Parties will be deemed as delivered for the purposes of the performance of the Contract in case of:
  - a) personal delivery through a courier service or otherwise, after its delivery,
  - b) delivery by e-mail, after delivery of the acknowledgement of receipt from the recipient, however the recipient is not entitled in their own email settings to refuse sending the acknowledgement of receipt confirming the receipt of an email or,
  - c) registered consignment to date stated on the confirmation of delivery or on the confirmation stating that such consignment could not be delivered.
5. The date of delivering a consignment to the Contracting Party who is the recipient of it, will be the date:
  - a) on which this Contracting Party refuse to receive it,
  - b) on which the pickup time for picking up a consignment at a post office expired or
  - c) on which an employee of the post office made a note on the consignment with the wording: "addressee has moved out", "addressee is unknown" or another note which under the Postal Law indicates that a consignment is undeliverable.



**Article IX.**  
**Compliance Clauses**

1. The Ordering Party agrees that:
  - a) it will comply with applicable laws and regulations, relating to sanctions, anti-bribery and anti-corruption including but not limited to U.S. Office of Foreign Assets Control, Sapin II, the UK Bribery Act 2010 and the U.S. Foreign Corrupt Practices Act 1977 as applicable to the Ordering Party and its respective business operations;
  - b) it acknowledges it is aware of Discovery Code of Ethics available on the corporate website (<https://ir.corporate.discovery.com/governance/ethics/default.aspx>);
  - c) it will promptly notify Eurosport/Discovery of any allegation of fraud, bribery or corrupt or unlawful practices made against the Ordering Party in court, arbitration or administrative proceedings, or if any investigation is commenced which could have material adverse effect during the term of this Agreement.

**Article X.**  
**Final provisions**

1. The Contracting Parties declare that the Contract clearly and comprehensibly expresses their free will and serious intent to be bound by its content, which represents a clear and complete agreement between both Contracting parties regarding the subject matter of the Contract, whereas the Contract as such fully replaces all potential previous agreements made by the Contracting parties either verbally or in writing regarding the subject matter of the Contract and issues affecting the subject matter of the Contract. Further, they mutually declare that they have read the Contract properly and carefully, they have understood its content and they attach hand-signed signature as evidence of their consent to the Contract.
2. This Contract shall be governed by the laws of the Slovak Republic.
3. Any changes or amendments made to the Contract can be executed only in the form of numbered written amendments signed by both contracting parties on the same document.
4. The Contracting Parties undertake, without any further delay, to notify the other Contracting Party in writing of all changes made to the identification data stated at the heading of this Contract, as well as of all other factual matters that are significant for the proper performance of this Contract.
5. The Contract shall enter into force from the date of its signing by the Contracting Parties and take effect from the date following the day of its publication in the Central Register of Contracts maintained by the Government Office of the Slovak Republic pursuant to § 47a, section 1 of the Act No. 40/1964 Coll. of the Civil Code as amended, following § 5a, section 1 and 6 of the Act No. 211/2000 Coll. on the free access to information on the amendment and supplements to certain laws (Freedom of Information Act) as amended.

6. Other rights and obligations of the Contracting Parties which are not stipulated under the Contract are governed by the relevant provisions of the Commercial Code as amended, and other existing legislation connected with it which is applicable in the Slovak Republic. In case some of the provisions of this Contract become invalid due to the conflict with the law, the Contracting parties will agree on such alterations made to the Contract that stipulated terms will remain as close as possible to the original contractual agreement. If some provision contained in this Contract becomes invalid or unlawful or inapplicable either completely or in part, this matter of fact shall not affect validity and lawfulness or applicability of the remaining part of the Contract.
7. The Contracting parties declare that all possible disputes that may arise in connection with this Contract will be settled out of court by means of mutual negotiations and agreements. If, in connection with this Contract, a dispute arises between the Contracting parties, jurisdiction of the Slovak court of law is given under the rules laid down in the relevant laws and regulations of the Slovak Republic.
8. The Provider is not entitled, without prior written consent by the Ordering Party, to assign receivables or any rights and entitlements which arose under this Contract to third persons.
9. The Contract is executed in 4 (four) copies with the validity of the original document in Slovak and English language, 3 copies for the Ordering Party and 1 copy for the Provider.
10. In case there is a conflict or inconsistency between the Slovak wording of the Contract and English wording of the Contract, the English wording shall take a priority.
11. The Annex No. 1 – Commercial Offer

In Bratislava, this .....

In....., this .....

For the Ordering Party:

For the Provider:

Ing. Václav Mika  
Director-General of SLOVAKIA TRAVEL

Andrew Georgiou  
President, Eurosport