

## Advertising Campaign Agreement

### (so-called "Contract for broadcasting advertisements on the radio")

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, VAT number: SK2121468976, Bank name: Štátna pokladnica, IBAN: SK16 8180 0000 0070 0065 9931, hereinafter referred to as the "**Ordering Party**"

Contractor:

**Radio Muzyka Fakty Grupa RMF sp. z o.o. sp. k.** (broadcaster of the radio program "RMF FM") KRS 0000660949; District Court for Kraków-Śródmieście, XI Economic Department of KRS in Kraków, NIP: 677-00-72-027 Gospodarczy KRS w Krakowie, NIP: 677-00-72-027 (hereinafter referred to as "RMF")

represented by Henryk Niedośpiół - proxy

#### Campaign Details

Campaign name: 30" spot

Broadcast from 5.07.2022 to 13.08.2022

Payment method: Bank transfer after broadcasting Campaign

**Net total amount without VAT: 65.245,13 EUR**

#### § 1

The Ordering Party orders Radio Muzyka Fakty Grupa RMF sp. z o.o. sp. k. (broadcaster of the radio program "RMF FM") KRS 0000660949; District Court for Kraków-Śródmieście, XI Economic Department of KRS in Kraków, NIP: 677-00-72-027 Gospodarczy KRS w Krakowie, NIP: 677-00-72-027 (hereinafter referred to as "RMF") realization of advertising campaign in the radio program "RMF", that is broadcasting, 30 – second spots being in support of tourism, hereinafter "spot" in the radio program "RMF FM" (hereinafter referred to as "RMF FM Radio") and RMF, by signing this Agreement, accepts this order, subject to the provisions of § 2 of this Agreement, in particular: planning the campaign and placing advertising spots in advertising time in accordance with the attached emission plan(s) (as Attachment 1), monitoring the conformity of the emission of advertising spots with the attached emission plan(s), and in addition, preparing, at the written request of the Ordering Party submitted to RMF no later than on the day of the completion of the campaign, a post-campaign report on the completed campaign.

## § 2

The condition for the performance of the subject of the agreement on RMF FM Radio is the availability of advertising time under this agreement. In the case of a lack of such time, RMF shall notify the Ordering Party of this fact by sending a letter to the above-mentioned e-mail address (or to the e-mail address to which correspondence was previously conducted between the parties), within 24 hours of.

In such a case, the agreement shall be deemed not to have been concluded.

## § 3

The Ordering Party accepts the emission plan(s) attached hereto (Appendix No. 1), as well as the above-mentioned service price, established on the basis of RMF's price list.

## § 4

The Ordering Party undertakes to pay the amount due for the service, determined as described in § 3 of this agreement, in accordance with the invoice received, to the bank account of RMF indicated on that invoice. RMF shall issue the invoice after broadcasting spots. The amount shall be payable within 30 days from the date of a issued invoice. 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).

## § 5

The broadcasting order shall be executed on the basis of the "GENERAL TERMS AND CONDITIONS OF CONTRACTS FOR THE PROVISION OF ADVERTISING SERVICES IN RMF FM" which are available on the website [www.gruparmf.pl/ogolne-warunki-umow,article,1022.html](http://www.gruparmf.pl/ogolne-warunki-umow,article,1022.html). The Ordering Party declares that he/she is familiar with the above "GENERAL TERMS AND CONDITIONS OF AGREEMENTS FOR THE PROVISION OF ADVERTISING SERVICES IN RMFFM" and accepts their content.

## § 6

The persons signing this agreement represent that they are authorised to sign and make declarations on behalf of the Parties to the agreement.

## § 7

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 Dana Pauličková, e-mail: [dana.paulickova@slovakia.travel](mailto:dana.paulickova@slovakia.travel)
- b) for the Contractor Urszula Tworek, e-mail: [Urszula.Tworek@rmf.pl](mailto:Urszula.Tworek@rmf.pl) or another person indicated by the Contractor.

## § 8

The administrator of the personal data of individuals provided by the Ordering Party at the conclusion of this contract (e.g.: name, surname, contact details of the Ordering Party's representative) is RMF. The principles, conditions and purposes of personal data processing are set out in para. XI of the "GENERAL CONDITIONS OF CONTRACTS FOR THE PROVISION OF ADVERTISING SERVICES IN RMF FM", which indicates The Ordering Party's obligations related thereto.

## § 9

If, for any reason attributable to RMF, an advertising spot is not broadcast or is broadcast incorrectly, RMF undertakes to rebroadcast the advertising spot as agreed with the Orderer.

RMF undertakes to rebroadcast the advertising spot on a date agreed with the Orderer. The Ordering Party accepts the above method of redressing damage as sufficient and undertakes not to make any claims or demands against

The Ordering Party accepts this method of redress as sufficient and undertakes not to make any claims or demands against RMF on this account.

## § 10

RMF shall not be liable for force majeure caused by the non-broadcasting or improper broadcasting of the advertising spots due to the Customer under this agreement.

## § 11

All amendments to this agreement must be made in writing or else they shall become null and void.

## § 12

The parties agree that any disputes arising from this Agreement shall be settled by the common court of law in Krakow.

## §13

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 has been drawn up in 4 identical counterparts, 3 for the Ordering Party and 1 for the Contractor.

Appendices shall constitute an integral part hereof.

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**Contractor**

Henryk Niedośpiał - proxy

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**Ordering Party**

Ing. Václav Mika, Director-General

**Appendices:** No. 1 – Emission plan

No. 2 - GENERAL TERMS AND CONDITIONS OF CONTRACTS FOR THE PROVISION OF ADVERTISING SERVICES IN RMF FM