

# GENERAL TERMS AND CONDITIONS OF AGREEMENTS

## Eurozet Radio Sp. z o.o.

effective from 21 April 2023

### § 1.

#### Definitions

Terms used in this document shall have the following meaning:

1. **Eurozet Radio** – shall mean Eurozet Radio Sp. z o.o. with its registered office in Warsaw, ul. Żurawia 8, 00-503 Warszawa, entered in the Register of Entrepreneurs of the National Court Register, for which the District Court for the Capital City of Warsaw in Warsaw, 12<sup>th</sup> Commercial Division of the National Court Register keeps the registration file under KRS No. 0000042292, tax identification number (NIP) 525-22-08-814, statistical number (REGON) 017270730, with share capital of: PLN 70.743.500,00, registered with BDO under number 000537410;
2. **General Terms and Conditions** - shall mean these General Terms and Conditions applied by Eurozet Radio, adopted by a resolution of the Management Board of Eurozet Radio;
3. **Contracting Party** - shall mean a sole trader, legal entity or other organisational unit without legal personality that is a party to the Contract;
4. **Agreement** – shall mean a contract concluded between Eurozet Radio and the Contracting Party, the subject of which is the production or publication of Advertisements, including an order constituting a calculation concerning the production or publication of Advertisements;
5. **Advertisement** – shall mean any and all media and means of advertising offered by Eurozet Radio, including, in particular, any and all commercial messages within the meaning of the Broadcasting Act of 29 December 1992, described in detail in the Specification and others - in the form agreed between Eurozet Radio and the Contracting Party;
6. **Specification** - shall mean functional description and technical requirements to be fulfilled by Advertisements, whereby Eurozet Radio may present different specifications depending on the type of Advertisements, the media in which the Advertisement is published and also depending on the Partner producing or publishing the Advertisement;
7. **Partner** - shall mean a third party, including the Broadcaster, the producer of the Advertisements or any other entity that cooperates with Eurozet Radio on a subcontracting or another basis;
8. **Broadcaster** – shall mean Eurozet Radio and/or other entity broadcasting a radio programme by terrestrial broadcasting, satellite, on the Internet or in any other legal way, to which Eurozet Radio commissions the emission of Advertisements on the basis of the Agreement;
9. **Publication** - shall mean any form of dissemination, including display, broadcast, rebroadcast, communication to the public and to a designated group of persons.

### § 2.

#### Scope of Application of the GTCs

1. The GTCs shall apply insofar as the Agreement does not expressly exclude individual provisions thereof.
2. The GTCs shall in no way apply to contracts concluded with consumers.
3. The production, acceptance for publication and placement of Advertisements shall be carried out on the basis of the GTCs, the applicable legal regulations and subject to the terms and conditions of publication applied by the Partners selected by the Contracting Party, which are made available on the Partner's website and with which the Contracting Party is required to familiarise itself, at the latest on the date of conclusion of the Agreement. By concluding the Agreement, the Contracting Party declares that it fully accepts the regulations referred to in the preceding sentence.

### § 3.

#### Production of Advertisements

1. Eurozet Radio carries out the production of the Advertisements ordered by the Contracting Party on its own or outsources it to Partners, for whose actions Eurozet Radio is liable as for its own actions.
2. If the subject of the Agreement is the production of an Advertisement using materials (script, slogan, trademark, sound, graphic or other materials) originating from the Contracting Party, the Contracting Party warrants to Eurozet Radio that it is entitled to use these materials for the production of the Advertisement in accordance with the Agreement and the GTCs and authorises Eurozet Radio to make any and all modifications, abridgements and elaborations of the materials provided to Eurozet Radio as part of the production of the Advertisement and to use them without naming the authors and entities entitled under neighbouring rights, as well as without supervision on their part.
3. Eurozet Radio will send the Advertisements produced to the Contracting Party's order by e-mail for the Contracting Party's approval, in the format specified in the Specification or any other format used in professional trade, whereby the Agreement may specify the specific format of the Advertisement to be produced. For the avoidance of doubt,

unless otherwise specified in the Agreement, Eurozet Radio shall be obliged to deliver the Advertisement in only one format, and any change in format shall be treated as a paid service provided by Eurozet Radio on the same basis as the production of the Advertisements.

4. Eurozet Radio shall not be liable to the Contracting Party for the suitability of the Advertisement as advertising material, in particular if the Advertisement relates to goods such as alcohol, tobacco, medicinal products, etc. Eurozet Radio shall not be liable for the accuracy, completeness, truthfulness, reliability, and fairness of information connected with the organisation, products, services, and industry provided to Eurozet Radio by the Contracting Party in connection with the production of the Advertisement, in particular with regard to the specific regulations of the particular product to which the Advertisement is to refer.
5. The Contracting Party shall be obliged to report changes to the script or design of the Advertisement to the extent indicated in clause 4 above, and shall otherwise be entitled to report changes to the script or design of the Advertisement or to the finished Advertisement, provided that, unless otherwise provided for in the Agreement, the deadline for the submission of change by the Contracting Party shall be 2 working days from the date of submission to the Contracting Party for approval of the relevant material connected with the production of the Advertisement or the medium containing the Advertisement. Objections to the Advertisement may only relate to inconsistencies with the previously accepted script or design of the Advertisement. Changes made in accordance with the Contracting Party's request shall be subject to the Contracting Party's acceptance within 2 business days from the date of presentation of the changed material to the Contracting Party. For the avoidance of doubt, the Parties unanimously declare that the Contracting Party's failure to notify the corrections within the time limits referred to in the preceding sentence shall mean the Contracting Party's acceptance of, respectively, the script or design of the Advertisement or the finished Advertisement on the expiry of the time limit.

#### **§ 4. Licence**

1. Eurozet Radio grants the Contracting Party a licence to use the Advertisement it produces, within the scope specified in the Agreement.
2. The Contracting Party shall not have the right to synchronise the Advertisement with other works, including audio-visual or graphic works, to make changes, additions, abridgements, or alterations to it or to make new versions of it.
3. The Contracting Party shall not be entitled to transfer rights from the licence without Eurozet Radio's consent.
4. The Contracting Party shall be entitled to use the Advertisement without mentioning the names of the authors and entities entitled under neighbouring rights to individual elements of the Advertisement and to the Advertisement as a whole.
5. Irrespective of the scope of the licence granted to the Contracting Party in accordance with the Agreement, the Contracting Party shall in no event be entitled to use the Advertisement in a manner that exceeds the Contracting Party's entitlement to the individual elements of the Advertisement as referred to in paragraph 3(2) of the GTCs.

#### **§ 5. Publication**

1. Pursuant to the Agreement, Eurozet Radio publishes and/or commissions the publication of the Advertisement to the Partners. Until Eurozet Radio confirms the Order, it constitutes an offer by the Contracting Party within the meaning of the Civil Code. Eurozet Radio may confirm the acceptance of the Order: before the first planned broadcast, e.g. by e-mail, or by proceeding with its execution.
2. The Contracting Party shall allow for deviations from the schedule for the broadcasts of Advertisements set out in the Agreement, in particular if such deviations do not cause the Contracting Party any measurable damage and do not extend beyond the days for the broadcast of Advertisements indicated in the Agreement.
3. Due to time shifts that may arise during the broadcast of radio programmes, the duration of the broadcast of Advertisements may be shifted in relation to the indications set out in the Agreement by not more than 120 (one hundred and twenty) minutes.
4. If the production of the Advertisement has not been ordered from Eurozet Radio, the Contracting Party shall be obliged to send the Advertisement to Eurozet Radio not later than 2 (two) working days before the date of the first publication, to the e-mail address of the person responsible on Eurozet Radio's part for coordinating the performance of the Agreement. If the Advertisements are sent late, Eurozet Radio reserves the right to:
  - a. refuse to broadcast the Advertisements,
  - b. make unilateral, binding amendments to the Agreement by adjusting (postponing) the broadcast schedule to the date of transmission of the Advertisement by the Contracting Party, without increasing the remuneration for the broadcast.
5. An Advertisement sent to Eurozet Radio should be saved in one of the formats specified in the Specification and, where the Specification does not specify a specific format, in one of the formats used in professional trade. In the event that the Contracting Party sends the Advertisement in a format other than the required format, Eurozet Radio shall be entitled, at its own discretion, to change the format of the Advertisement (which the Contracting Party hereby authorises Eurozet Radio to do) or to refuse to publish the Advertisement.

6. Together with the Advertisement at the latest, the Contracting Party shall be obliged to send Eurozet Radio a metric of the Advertisement containing:
  - a. the name of the Contracting Party and the name of the person responsible on its side for coordinating the performance of the Agreement,
  - b. the name/title of the Advertisement together with the designation of the version or number of the Advertisement (if applicable),
  - c. the exact duration of the Advertisement (if applicable),
  - d. the titles of works used in the Advertisement (if applicable),
  - e. the names of the author(s) of the music, lyrics, script, and other elements of the Advertisement (if applicable),
  - f. the names of the performers (voice-overs) (if applicable),
  - g. designation of the producer of the Advertisement (if applicable).
7. If the Contracting Party fails to send a complete metric of the Advertisement or if the Advertisement does not meet the technical conditions required by Eurozet Radio as indicated in the Specification, Eurozet Radio may refuse to publish the Advertisement, but if Eurozet Radio decides to publish the Advertisement despite the non-compliance of the Advertisement with the Specification, the publication of the Advertisement shall be at the sole risk of the Contracting Party.
8. Eurozet Radio shall have the right to refuse to publish an Advertisement or to withhold its publication in the event of:
  - a. a summons to stop the broadcast of the Advertisement issued by the Chairman of the National Broadcasting Council, the President of the Office of Electronic Communications, a common court of law, or any other authority,
  - b. a negative opinion on the content of the Advertisement by the Council of Ethics in Advertising,
  - c. the suspicion that the content or form of the Advertisement violates the law or the rights of third parties,
  - d. incompatibility of the content or form of the Advertisement with the rules of social co-existence,
  - e. inconsistency of the duration of the Advertisement with the length planned and approved in the media plan, and if after consultation with the Contracting Party there is no possibility, including technical possibility, to adjust the length of the Advertisement to the planned length,
  - f. it is not possible to publish the Advertisement due to technical, technological, broadcast or programming reasons (e.g. change of the broadcasting schedule),
  - g. incompatibility of the content of the Advertisement with Eurozet Radio's interests, i.e. in particular in a situation where the Advertisement constitutes an advertisement for other broadcasters or entities carrying out activities competitive to those of the Partners.
9. Eurozet Radio shall have the right to refuse to publish the Advertisement sent by the Contracting Party if the Advertisement contains extraneous markings, i.e. trademarks or names of entities other than the Contracting Party or names of products or services other than those offered by the Contracting Party, and the Contracting Party fails to prove that it has the relevant consent of these entities. Extraneous markings are also understood as SMS numbers appearing in the Advertisement other than the numbers of SMS gateways made available to Broadcasters by operators of telecommunications networks.
10. The publication of Advertisements in the manner provided for in the Agreement shall be subject to the consent of the Partners, in particular the Broadcasters and shall furthermore be made subject to the provisions of the general terms and conditions of publication, publication regulations or other similar documents used by the Partners which are binding on the parties to the Agreement.
11. Eurozet Radio's refusal to publish an Advertisement shall be tantamount to the termination of the Agreement to the extent of the refusal, unless Eurozet Radio and the Contracting Party agree to modify the Advertisement and the Agreement. Eurozet Radio shall reimburse the Contracting Party the remuneration collected in advance, if any, in the part corresponding to the publication that was not carried out.
12. Eurozet Radio shall immediately inform the Contracting Party of the refusal to publish the Advertisement by the Partner to whom Eurozet Radio has commissioned the publication of the Advertisement. The Contracting Party accepts that the Broadcaster of the radio programme may refuse to broadcast the Advertisement, in particular due to incompatibility of its content or form with the Broadcaster's programme line.
13. Eurozet Radio shall have the right to refuse to publish an Advertisement if the Contracting Party is in default with payment for services previously rendered by Eurozet Radio.
14. By submitting an Advertisement to Eurozet Radio for publication, the Contracting Party simultaneously authorises Eurozet Radio to record and reproduce the Advertisement to the extent justified by the needs and practice of Eurozet Radio and Partners, as well as to change the recording format of the Advertisement. Eurozet Radio shall be entitled to modify the soundtrack of a given commercial message and adjust it to the applicable regulations in this respect and to the sound volume of the commercial messages broadcast before and after a given commercial message.
15. Submission of an Advertisement for publication shall be tantamount to a declaration by the Contracting Party, that the Advertisement complies with the law. Moreover, submitting the Advertisement for publication shall be tantamount to the Contracting Party's representation of holding the rights to intangible assets (copyright, rights connected with copyright, rights of invention, on trademarks or decorative patterns, trade secrets and other rights) to use the information, data, fragments of works, images, trademarks or decorative patterns or other elements constituting the object of legal protection used in Advertisements commissioned for publication.
16. The Contracting Party shall submit any modifications to the content of the Advertisement or its publication dates to Eurozet Radio at least two working days before the planned publication. Such modification shall require Eurozet

Radio's consent. Eurozet Radio may disregard the modifications if their introduction proves difficult for technical reasons or due to Eurozet Radio's other obligations. In such case, the Contracting Party shall not be entitled to any claims against Eurozet Radio on this account, Eurozet Radio shall not be liable for the consequences of publishing the Advertisement in the original version and the Contracting Party shall be obliged to pay 100% of the value of the performance specified in the Agreement. On the other hand, if the content of the Advertisement is modified with Eurozet Radio's consent, within a period shorter than two working days, the Contracting Party may be charged with costs incurred by Eurozet Radio in connection with the change of the publication date.

17. Termination of the Agreement with regard to the publication of Advertisements (waiver of the publication of Advertisements) shall require written form under pain of nullity. In the event of termination of the Agreement within two days before the date of the first publication of an Advertisement in accordance with the Agreement, Eurozet Radio shall charge the Contracting Party with the full amount for the broadcast of the Advertisements scheduled, in accordance with the Agreement, for publication within the following five days - on account of reservation of advertising time of the Advertisements.
18. The Contracting Party consents to making information on the times and days of broadcast of published Advertisements available to the entity monitoring radio advertisements.

## **§ 6. Remuneration**

1. Eurozet Radio's remuneration for the production or publication of the Advertisement and for granting the licence for the use of the Advertisement is determined each time by the Agreement, based on the current price list for Advertisements, subject to section 2 hereof.
2. Eurozet Radio's remuneration shall be increased by a surcharge, constituting a percentage in relation to the Advertisement price resulting from the Advertisements price list in force on the date of conclusion of the Agreement, in the following cases:
  - 1) Advertisement containing foreign designations within the meaning of paragraph 5(11) of the GTCs – Eurozet Radio's remuneration for this shall be increased by a surcharge of:
    - a. 3% for first and second foreign designation,
    - b. 5% for each additional foreign designation,
  - 2) broadcasting of the Advertisement during the periods between 14 days prior to Easter Sunday and Easter Sunday or in the month of November - 4% surcharge;
  - 3) indication by the Contracting Party of a specific place in the advertising block - 10% surcharge;
  - 4) indication by the Contracting Party of a specific advertising block in an agreed time slot - 20% surcharge;
  - 5) broadcasting of the Advertisement containing advertising of alcoholic products - 11.11% surcharge.
3. Eurozet Radio's remuneration shall be payable by transfer, within 14 (fourteen) days from the date of Eurozet Radio's invoice, to the bank account indicated on the invoice.
4. In the case of the publication of Advertisements over a period of more than one calendar month, Eurozet Radio shall invoice for the services rendered in the respective months.
5. All invoices shall be issued with the date of the last working day of the month. This also applies if the broadcasts occur on a public holiday following the last working day of the month.
6. If the Partner makes the performance of an order for the production or publication of Advertisements submitted by Eurozet Radio conditional on the payment of an advance or deposit, the Contracting Party shall be obliged to pay Eurozet Radio the relevant amount, on the basis of a pro forma invoice sent to it by e-mail or fax, within 3 (three) days from the date of the pro forma invoice.

## **§ 7. Complaints**

1. If the Advertisement is not published in accordance with the Agreement or is published with technical faults, the Contracting Party should submit a complaint to Eurozet Radio, informing Eurozet Radio of the shortcomings it has noticed.
2. The complaint must be submitted within 21 (twenty-one) days from the date of the undue performance of the Agreement.
3. Eurozet Radio shall consider the complaint within 7 (seven) days from the date of receipt and, if the complaint is found to be justified, in order to compensate the Contracting Party for the shortcomings in the publication of the Advertisement, with the consent of the Contracting Party shall:
  - a. order the Advertising to be published as soon as possible in accordance with the terms of the Agreement, or
  - b. reduce its remuneration by the price of the Advertisements not published or incorrectly published.
4. If the complaint has not been submitted in time, the publication of the Advertisements shall be deemed to have taken place in accordance with the Agreement and the Contracting Party shall lose its rights under this paragraph.
5. If the Contracting Party refuses to agree to one of the forms of compensation indicated in section 3 of this paragraph, it shall be deemed that it waives any and all claims against Eurozet Radio resulting from the shortcomings in the publication of Advertisements.

## **§ 8. Liability**

1. Eurozet Radio shall not be liable to the Contracting Party for the content of published Advertisements.
2. The Contracting Party shall be liable for any damage that Eurozet Radio or the Partner may suffer as a result of the publication of an Advertisement, the content or form of which is unlawful, in particular is contrary to the provisions of the Broadcasting Act of 29 December 1992.
3. In the event that the publication of the Advertisement causes a violation of third party rights or interests, in particular personal interests, copyright or neighbouring rights, the Contracting Party shall be obliged to cover any and all damages and settle any and all claims against Eurozet Radio or the Partner.
4. Eurozet Radio does not provide advisory services connected with the content and form of the Advertisement, nor does it provide an opinion on the Advertisement in terms of its compliance with applicable regulations, in particular the Pharmaceutical Law, the Act on Upbringing in Sobriety and Counteracting Alcoholism.
5. Subject to the provisions of paragraph 7 of the GTCs, Eurozet Radio's liability for damages to the Contracting Party that may arise as a result of the non-performance or improper performance of the Agreement shall be limited to the amount of Eurozet Radio's remuneration provided for in the Agreement.
6. Neither party to the Agreement shall be liable for non-performance or improper performance of the Agreement in the event that performance of the obligations incumbent upon it is not possible due to force majeure.
7. The necessity to repair any damage resulting from the content or form of the published Advertisement (including the costs of a lawsuit or other legal proceedings and other reasonable expenses incurred in connection with third-party claims) shall lie with the Contracting Party.
8. The Contracting Party shall ensure that it has the right to use the information, data, trademarks, and any other elements protected by law used in the Advertisement. Signing the Agreement shall be tantamount to a declaration by the Contracting Party that the aforementioned obligation has been fulfilled and the publication of the Advertisement is not contrary to the law (inter alia, the Advertisements do not constitute prohibited advertising of, e.g. gambling games, alcoholic beverages, tobacco products, medicines available only on prescription) or morals, as well as that the signed Agreement does not violate the provisions on public procurement.

## **§ 9. Personal Data**

1. By entering into the Agreement, the Contracting Party and Eurozet Radio undertake to provide their representatives and persons employed by them (irrespective of the legal basis of their employment), whose personal data will be disclosed to the other party to the Agreement as data controller in connection with the conclusion and performance of the Agreement, with the information known to the transmitting party as indicated in Article 14 of Regulation No. 679/2016 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/4/EC (hereinafter the GDPR).
2. The information clause of Eurozet Radio and the other joint controllers forms an appendix to the GTCs, which is an integral part of the GTCs.

## **§ 10. Final Provisions**

1. All correspondence between Eurozet Radio and the Contracting Party, including declarations, consents, complaints, shall be sent by e-mail, fax or in writing to the persons responsible for coordinating the performance of the Agreement, as indicated in the Agreement.
2. A change of the contact details listed in section 1 of this paragraph or a change of the person responsible for coordinating the performance of the Agreement shall not constitute an amendment to the Agreement but shall require notification to the other party in writing, or by e-mail by a person authorised to represent that party to the Agreement.
3. Any disputes that may arise in connection with the Agreement shall be settled by a common court of law with jurisdiction over Eurozet Radio's registered office.

### INFORMATION OBLIGATION OF JOINT CONTROLLERS

1. The joint controllers of the personal data are:
  - **Doradztwo Mediowe Sp. z o.o.** with its registered office in Warsaw, ul. Czerska 8/10, 00-732 Warszawa
  - **Grupa Radiowa Agory Sp. z o.o.** with its registered office in Warsaw, ul. Czerska 8/10, 00-732 Warszawa
  - **IM 40 Sp. z o.o.** with registered office in Warsaw, ul. Czerska 8/10, 00-732 Warszawa
  - **Inforadio Sp. z o.o.** with its registered office in Warsaw, ul. Czerska 8/10, 00-732 Warszawa
  - **Eurozet Sp. z o.o.** with its registered office in Warsaw at ul. Żurawia 8, 00-503 Warszawa
  - **Eurozet Radio Sp. z o.o.** with its registered office in Warsaw at ul. Żurawia 8, 00-503 Warszawa
  - **Eurozet Consulting Sp. z o.o.** with its registered office in Warsaw at ul. Żurawia 8, 00-503 Warszawa
  - **Radio Plus Polska Sp. z o.o.** with registered office in Warsaw, ul. Żurawia 8, 00-503 Warszawa
  - **Radio Plus Polska Centrum Sp. z o.o.** with its registered office in Warsaw, ul. Żurawia 8, 00-503 Warszawa
  - **Radio Plus Polska Zachód Sp. z o.o.** with registered office in Warsaw, ul. Żurawia 8, 00-503 Warszawa
  - **Spółka Producentka Plus Polska Sp. z o.o.** with its registered office in Warsaw, ul. Żurawia 8, 00-503 Warszawa
2. The Joint Controllers have designated a point of contact for data subjects. Contact with the Joint Controllers is possible via email address: [iodo@radioagora.pl](mailto:iodo@radioagora.pl), as well as in writing to: Doradztwo Mediowe, Sp. z o.o., ul. Czerska 8/10, 00-732 Warszawa.
3. The joint controllers will process personal data for the following purposes:
  - **performance of the Agreement** - the legal basis is the necessity of the processing for the performance of the Agreement to which the data subject is a party (Article 6(1)(b) of the GDPR) [party to the agreement];
  - **complying with legal obligations incumbent on the Joint Controllers under mandatory legal regulations, including in particular accounting and tax law** - the legal basis for processing is Article 6(1)(c) of the of the GDPR [party to the agreement];
  - **conducting correspondence and making arrangements in connection with the Agreement** - the legal basis for the processing is the legitimate interest of the Joint Controllers and the employing entity (Article 6(1)(f) of the of the GDPR); the legitimate interest is to enable the efficient day-to-day performance of the Agreement [contact persons];
  - **possible assertion, pursuit, or defence of claims** - the legal basis for the processing is the legitimate interest of the Joint Controllers (Article 6(1)(f) of the GDPR); the legitimate interest is to enable the Joint Controllers to pursue or defend against claims;
  - **maintaining a common database of data subjects** - the legal basis for the processing is the legitimate interest of the Joint Controllers (Article 6(1)(f) of the GDPR); the legitimate interest consists in maintaining a common database of data subjects for business purposes;
  - **maintaining a business relationship and initiating contact** - the legal basis for the processing is the legitimate interest of the Joint Controllers (Article 6(1)(f) of the GDPR); the legitimate interest is to enable the Joint Controllers to offer services, build their image, improve their services, and maintain a common database of data subjects;
  - **analytical, archival, and statistical** - the legal basis for the processing is the legitimate interest of the Controller (Article 6(1)(f) of the GDPR); the legitimate interest consists in carrying out analyses to improve the quality of the services provided and maintaining a common database of data subjects.
4. Personal data will be transferred to entities providing the Joint Controllers with services necessary for the performance of the Agreement, such as IT, accounting, or legal services, and to entities authorised under legal regulations.
5. The data subject's personal data will be processed for the period necessary for the performance of the Agreement and for the duration of the business relationship.
6. The processing period may be extended each time by the period of limitation of claims if the processing of personal data is necessary for the assertion of possible claims or the defence against such claims by the Joint Controllers. After this period, personal data will only be processed to the extent and for the period prescribed under legal regulations, in particular accounting regulations.
7. The data subject shall have the right to access the content of the data, to request rectification, erasure, restriction of processing and the right to data portability.
8. The data subject shall have the right to object to the processing of personal data based on legitimate interests.
9. The data subject shall also have the right to lodge a complaint with the data protection supervisory authority if he/she considers that the processing of his/her personal data violates the provisions of the GDPR.
10. Providing data of:
  - **parties to the Agreement** is necessary for the performance of the Agreement and failure to provide such information will result in the inability to conclude and perform the Agreement;
  - **the contact persons** is necessary for the smooth performance of the Agreement and failure to provide the data will result in an impediment to its performance.

**THE MAIN CONTENT OF THE JOINT ARRANGEMENTS OF THE JOINT ADMINISTRATORS  
CONCERNING THE PROCESSING OF CONTRACTORS' PERSONAL DATA  
AND CONTACT PERSONS OF COUNTERPARTIES**

1. In accordance with the second sentence of Article 26(2) of the GDPR, the provision of this information constitutes the provision of the essential content of the joint arrangements of the Joint Controllers, whose identities are indicated in item 1 of the Information Obligation above, for the joint management of the processing of the personal data of the data subject for the purposes and on the basis of the legal grounds indicated in the Information Obligation above.
2. As jointly agreed by the Joint Controllers, we inform you that:
  - Each of the Joint Controllers who initiates contact with a data subject shall be liable for fulfilling its information obligations towards the data subject;
  - Doradztwo Mediowe sp. z o.o. (hereinafter referred to as "Joint Controller 1") shall be liable for responding to data subjects within the scope of their request;
  - Joint Controller 1 shall be liable for ensuring that the deadlines are met and that the content of the response complies with the data subject's request to exercise his or her right;
  - where the data subject addresses his/her request for the exercise of a right directly to one of the other Joint Controllers listed in item 1 of the Information Obligation (Joint Controllers 2-11), each of these Joint Controllers shall be liable for immediately forwarding the data subject's request to Joint Controller 1;
  - Joint Controller 1 shall be liable for the exercise of the data subject's rights, i.e. the exercise of the right of access, rectification, erasure or restriction of processing, the right to object to the processing of his/her personal data and the right to data portability. Joint Controller 1 shall be liable for the correct implementation of the request which was presented by the data subject and which, as a result of the analysis of the respective request, was to be implemented and reflected in accordance with the data protection law in the respective area;
  - Joint Controller 1 and Joint Controller Eurozet sp. z o.o. also perform data restriction, deletion, destruction, pseudonymisation (if applicable) within the framework of the access granted;
  - Joint Controller 1 shall be liable for notifying the recipient to whom the personal data have been disclosed of the rectification or erasure of the personal data or the restriction of the processing - whenever the right to rectification, restriction or erasure of the personal data is exercised;
  - each of the Joint Controllers shall be obliged to liaise with the President of the Personal Data Protection Office, and Joint Controller 1 shall be obliged, if necessary, to correspond with the President of the Personal Data Protection Office on behalf of all Joint Controllers;
  - Joint Controller 1 shall be liable for the implementation of the data subject's notification of a personal data breach where the breach is likely to result in a high risk of harm to the rights or freedoms of natural persons;
  - each of the Joint Controllers shall be liable for the compliance of the processing of personal data with the GDPR.
3. The Joint Controllers have established a Point of Contact for data subjects - the Point of Contact can be contacted by writing to: [iodo@radioagora.pl](mailto:iodo@radioagora.pl), as well as in writing to: Doradztwo Mediowe, Sp. z o.o. ul. Czerska 8/10, 00-732 Warszawa.
4. Please be advised that, notwithstanding the arrangements set out in item 2 above, data subjects may exercise their rights under the GDPR against each of the Joint Controllers, which means that a request to exercise rights addressed to each of the Joint Controllers is a request made in accordance with the GDPR.