

**GENERAL TERMS AND CONDITIONS OF ENSURING OF THE BROADCAST
OF MEDIA COMMERCIAL COMMUNICATIONS WITHIN THE JOJ GROUP
APPLICABLE FROM 1 JANUARY 2019**

PREAMBLE

Upon agreements concluded with third parties authorised to operate television broadcasting or provide television program services in accordance with relevant legal regulations,

SLOVENSKÁ PRODUKČNÁ, a.s.,

is the sole and exclusive entity authorized to conclude contracts with natural and legal persons (hereinafter referred to as “advertisers”), the subject of which is ensuring of the broadcast of media commercial communications, in particular, advertising, teleshopping, sponsorship of programs and product placement in the broadcast of the television program services of the JOJ GROUP (hereinafter referred to as “ensuring of the broadcast of media commercial communications”). For the purposes hereof, television program services of the JOJ GROUP shall mean all television program services currently or in the future operated by Slovenská Produkčná, a.s., or by a property-related person broadcast under the applicable legal license or television program service in which the broadcasting of media commercial communication is or will be provided by Slovenská produkčná, a.s., on the basis of a special contractual relationship with their operator, and everything without a territorial limitation.

ARTICLE I

INTRODUCTORY PROVISIONS, DEFINITIONS

1. **MEDIA COMMERCIAL COMMUNICATIONS** shall mean any audio, video or audiovisual information directly or indirectly promoting goods, services or reputation of the person carrying out economic activities, provided as part of a program or accompanying the program in return for payment or similar consideration. Media commercial communications include, in particular advertising, teleshopping, sponsorship and product placement.
2. **ADVERTISEMENT** shall mean any public announcement broadcast in return for payment or similar consideration, including self-promotion, intended to promote the sale, purchase or rental of goods or services, including immovable property, rights and obligations, or achieve different effects pursued by advertisers or broadcasters of the JOJ GROUP television program services.
3. **TELESHOPPING** shall mean a direct offer broadcast to the public for consideration in order to provide goods or services, including immovable property, rights and obligations.
4. **SPONSORSHIP** shall mean any performance provided by the advertiser, which is intended for the direct or indirect financing of programs in order to promote the name or the business name, trademark, reputation, products or activities of the person that provided such performance.
5. **PRODUCT PLACEMENT** shall mean any audio, video or audiovisual information about goods, services or trade marks included in the program in return for payment or similar consideration.

6. **SPOT** shall mean a short processed audiovisual or only visual advertising or teleshopping message included in a block, while the advertiser is obliged to ensure the production of the spot. The advertiser is required to ensure the delivery of the spot to the address of Slovenská produkčná, a.s., in accordance with the contract and these General Terms and Conditions of Ensuring of the Broadcast of Media Commercial Communications within the JOJ GROUP.
7. **AGENCY** shall mean the advertiser, whose business is mainly the intermediation of sales of advertisements for its clients. The agency shall prove the authorization for carrying out business activities by submitting a valid extract from the commercial register. The agency is also required to submit a written authorization on the basis of which it is authorised to ensure broadcasting of advertisements on the JOJ GROUP channels for its clients.
8. **RATING** shall mean the value of the advertisement block of the target group on the basis of one-minute data All 12-54 (“Všetci 12-54”) within the LIVE, VOSDAL (Viewing On the Same Day As Life) measurement, i.e. the analysis of live broadcasts associated with the late viewership played on the same day as the live broadcast and Audience Research Guests (“Hostia prieskumu sledovanosti”) PMT/TNS SK determined on the basis of the average viewership of individual 30-second advertising spots in the respective block – the so-called break average.
9. **COST PER RATING POINT** (hereinafter referred to as “CPRP”) shall mean the price per rating point, which is provided net of VAT and before the deduction of any agency discounts. CPRP shall be determined by agreement.
10. **WEEKLY GRP WEIGHT** shall mean the total rating required by the advertiser for a particular client on the basis of a binding order broken down by calendar weeks in the respective calendar month.
11. **INDEXED ZONE** shall mean a previously arranged time zone of the day for the client, to which an extra charge in the form of an index applies (hereinafter referred to as the “zonal index”).
12. For the purposes hereof, **PRIME TIME** shall mean the time zone within the broadcast of the JOJ GROUP ranging from 17:00 to 23:00 with the index of 1.9 to Off Time CPRP.
13. For the purposes hereof, **OFF TIME** shall mean the time zone within the broadcast of the JOJ GROUP ranging from 6:00 to 17:00 and from 23:00 to 6:00 with the index of 1.0.

ARTICLE II GENERAL TERMS AND CONDITIONS

1. The condition of ensuring of the broadcast of advertising shall be a binding written order of the advertiser delivered to the address objednavky@joj.sk, which is a prerequisite for the conclusion of the Contract to Ensure the Broadcasting of Advertisements between Slovenská produkčná, a.s., and the advertiser pursuant to Article II paragraphs 2, 3, 4, 5, 6 and 7 of these General Terms and Conditions of Ensuring of the Broadcast of Media Commercial Communications within the JOJ GROUP (hereinafter referred to as the “General Terms and Conditions”).
2. Orders can be accepted only provided that they exactly indicate the goods or services for which the advertisement is to be broadcast and the business name, registered seat, company ID (IČO),

taxpayer ID (DIČ) and VAT ID (IČ DPH) of the advertiser and data on his registration in the commercial or any other relevant register. At request of Slovenská produkčná, a.s., in addition to the binding order, the advertiser is obliged to deliver the extract from the commercial or any other register (certificate of incorporation) not older than three (3) months or any other document proving the facts alleged by the advertiser. The order must be signed by an authorised person of the advertiser (the statutory body or another person authorised to do so, while the advertiser is obliged to prove this fact to Slovenská produkčná, a.s.). In the event that the advertiser is the agency, it is also necessary to state all the above-mentioned data on the client for whom this advertisement is mediated by the agency along with a written authorization given by the client to the agency in order to purchase advertising space in the JOJ GROUP. Reserved broadcasting times shall not be exchanged among agencies or clients of these agencies.

3. The binding order must contain, in particular, the following basic information:

a) PURCHASE ACCORDING TO THE PRICE LIST:

- broadcast advertising budget;
- the requirement for the placement of spots on stations whose market share in the audience is at least 1% for at least (six) 6 months;
- the length of the spot;
- the period of broadcasting;
- the specifications of any requested positions;
- information on the number of clients in the spot;
- information on the number of products in the spot;
- information on any prearranged quantity discount;

b) PURCHASE ACCORDING TO THE MULTIPLE OF CPRP AND RATING:

- the business model (guaranteed rating, guaranteed spots, or their combination);
- overall required rating + desired number of ratings in the Prime Time;
- information about the required weekly GRP weights;
- the number of guaranteed ratings (according to the predicts of Slovenská produkčná, a.s.);
- the number of non-guaranteed ratings (according to the predicts of Slovenská produkčná, a.s.);
- the requirement or specifications of the placement of guaranteed spots on stations whose market share in the audience is at least 1% for at least six (6) months;
- the length of the spot;
- the spot index;
- zonal indices;
- the seasonal index;
- the period of broadcasting;
- the specifications of any requested positions;
- information about the prearranged extra charges for the positions;
- information on the number of clients in the spot;
- information on the number of products in the spot;
- information on prearranged CPRP;
- the estimated nett nett cost of the campaign;
- information about the prearranged percentage distribution among JOJ Group channels;

- the required ratio of Prime Time/Off Time for the respective campaign;
- the name of the spot or FTP protocol used for the respective campaign, or the information on the use of the spot included in the already existing contract, in which case it is necessary to indicate the contract number.

If, in the case of the purchase according to the multiple of CPRP and rating pursuant to subparagraph b) of this paragraph, the binding order does not contain all the required information, Slovenská produkčná, a.s., shall be entitled not to accept such order.

All binding orders for pharmaceutical products must clearly specify, whether the respective product is included in the list of medicinal products and medical devices published by the Ministry of Health of the Slovak Republic (hereinafter referred to as the “list of medicines and medications”). If a binding order for pharmaceutical products does not contain information about whether the respective product is included in the list of medicines and medications, Slovenská produkčná, a.s., shall be entitled not to accept such order.

4. Slovenská produkčná, a.s., shall consider the order completed in accordance with the previous paragraph of this Article and delivered after the announcement of the sale of advertising time for a particular calendar as binding (hereinafter referred to as the “order”). Orders shall be received for individual calendar months of a calendar year unless otherwise determined by Slovenská produkčná, a.s. The sequence of the delivery of the order into the JOJ Group order system shall be crucial in processing of orders.

On the basis of the received order, Slovenská produkčná, a.s., shall prepare draft Contract to Ensure the Broadcasting of Media Commercial Communications within ten (10) working days from the receipt of the order; for the purposes of the contractual relationship, the draft contract shall also be considered as a spot list (hereinafter referred to as the “contract”).

If the advertiser during the reservation period changes the footage of the advertising campaign, Slovenská produkčná, a.s., shall remove the original order for the advertising campaign from processing. If the new requested footage is shorter than originally ordered, Slovenská produkčná, a.s., shall include the order for this advertising campaign with the changed footage in order of delivery of orders in the respective month in the value of the original order prior to the change of the footage and process it in accordance with the current offer of advertising time. If the new requested footage is longer than originally ordered, Slovenská produkčná, a.s., shall include the order for this advertising campaign with the changed footage in order of delivery of orders in the respective month in the value of the campaign’s price after the footage change and process it in accordance with the current offer of advertising time.

The reservation period shall commence at the moment of sending the draft contract (hereinafter referred to as the “reservation period”). In the event that the binding order is not cancelled by the advertiser in writing, the advertiser shall be bound by the binding order even if the draft contract is not signed by the authorised person. In the event that the advertiser cancels the binding order in writing, the advertiser undertakes to pay Slovenská produkčná, a.s., a fee for the cancellation of the binding order in the amount of 10% of the price of the campaign stipulated by the draft contract. Notwithstanding the foregoing, in the event that the advertiser cancels the binding order in writing within ten (10) working days before the first (1st) day of the calendar month in which the campaign related to the media commercial communication is to be broadcast, the advertiser is

obliged to pay Slovenská produkčná, a.s., the fee for the cancellation of the order in the amount of 100% of the price of the campaign stipulated by the draft contract.

5. In the case that during the reservation period the advertiser fails to confirm the contract by the signature of the authorized person, Slovenská produkčná, a.s., shall be entitled to charge the advertiser a contractual penalty in the amount of 100% of the price of advertisement stipulated by the draft contract prepared on the basis of a binding order of the advertiser within twenty (20) calendar days after sending the draft contract to the advertiser, and the advertiser undertakes to pay this contractual penalty.
6. During the reservation period, the advertiser shall be entitled to carry out binding amendments with the proviso that they are in line with the current offer of the advertising time as published by Slovenská produkčná, a.s., for the particular calendar month or as available at the time. Slovenská produkčná, a.s., shall implement these amendments in the form of issue of a supplement to the draft contract. Slovenská produkčná, a.s., undertakes to implement the binding amendments to the valid draft contract with the proviso that such amendment does not reduce the price of the campaign by more than 10%, or such amendment does not repeatedly reduce the price of the campaign during the reservation period. In the event that the advertiser decides to carry out a binding amendment reducing the price of the campaign by more than 10% or repeatedly reducing the price of the campaign, the advertiser is obliged to pay Slovenská produkčná, a.s., a contractual penalty in the amount of 10% of the price of the campaign stipulated by the draft contract immediately preceding the implementation of such amendment.
7. Slovenská produkčná, a.s., has the right to refuse the order of the advertiser / client if the advertiser / client has spent the financial volume of the funds guaranteed for the realization of the advertising campaign / campaigns in Slovenská produkčná, a.s., for the relevant period specified in the agreement on special terms and conditions, and at the same time if the advertising space of Slovenská produkčná, a.s., in time from 08:00 to 24:00 has been 100% sold out for three (3) consecutive months.
8. Together with the spot, the advertiser is required to deliver the list of music used in the spot to the e-mail address spoty@joj.sk, containing the name of the used song, including the name of the author of the music, author of the text and the artist. The music list shall include the footage of the used music.
9. If, in one advertising spot, the advertiser places
 - a) several products or services of one client, in the case of their presentation in the spot, especially visual, verbal or otherwise, the advertiser shall pay Slovenská produkčná, a.s., an extra charge in the amount of 25% of the price of the advertisement specified in the contract. If there are several products or services of one client of the advertiser presented in one advertising spot and this presentation exceeds 17% of the total footage of the advertising spot, such extra charge shall be increased linearly or by agreement of the parties;
 - b) several clients or their products or services, in the case of their presentation in the spot, especially visual, verbal or otherwise, the advertiser shall pay Slovenská produkčná, a.s., an extra charge in the amount of 25% of the price of the advertisement specified in the contract. If there are several clients of the advertiser or their products or services presented in one

advertising spot and this presentation exceeds 17% of the total footage of the advertising spot, such extra charge shall be increased linearly or by agreement of the parties;

- c) several clients or their products or services, in the case of their presentation in a tandem spot or part thereof, especially visual, verbal or otherwise, the advertiser shall pay Slovenská produkčná, a.s., an extra charge in the amount of 25% of the price of the advertisement in the tandem spot specified in the contract;
 - d) several products and/or services of one client with unrelated music, context and communicated content in the spot, Slovenská produkčná shall consider this advertising material as mutually unrelated spots and index them on the basis of footage indices referred to in Article IV paragraph 2.
10. If, in one advertising break, the advertiser places an advertising spot followed by its second part with a separate footage in the same block, Slovenská produkčná shall consider this spot as a tandem spot and when determining the price of this campaign, it shall base on the indexing for tandem communications referred to in Article IV paragraph 2.
 11. Before the broadcast of the spot, the advertiser is required to settle, for the territory of the Slovak Republic and the Czech Republic, all property rights of authors and performers to the subjects of copyright and rights related to the copyright that have been used in the production of a spot, in connection with public dissemination, public broadcasting, broadcasting, retransmission, archiving, inclusion in the composition of programs in audiovisual media services on request, and at the same time the advertiser is obliged to indemnify Slovenská produkčná, a.s. against any claims of a third party made in relation to the obligation of the advertiser under this paragraph.
 12. The advertiser shall be fully responsible for the content of the spot and undertakes to pay Slovenská produkčná, a.s., all claims of third parties against Slovenská produkčná, a.s., related to the content of the already broadcast spot, however, in particular, claims in respect of personal rights, competition law and the law of unfair competition, intellectual property rights, copyright and industrial property rights, as well as all other costs incurred by Slovenská produkčná, a.s., in connection with claims of third parties within the meaning of this Article.
 13. The advertiser shall be fully responsible for the language aspects of the advertising broadcast and undertakes to bear any sanctions or penalties imposed on Slovenská produkčná, a.s., or the broadcaster of JOJ GROUP program services by virtue of the infringement of generally binding legal regulations governing the use of the language. At the request of Slovenská produkčná, a.s., the advertiser is obliged to prove that advertising broadcast is not in conflict with these regulations.
 14. The advertiser is obliged to provide Slovenská produkčná, a.s., with a carrier of spots and the breakdown of spot broadcasting. The advertiser is obliged to provide the spots on carriers in the format and under the term stipulated by the "Technical Conditions for the Inclusion of Media Commercial Communications in the Broadcast of the JOJ GROUP forming an integral part hereof. Within a period of at least five (5) working days before the first (1st) day of the calendar month in which the campaign related to the media commercial communications is to be broadcast, the advertiser shall inform Slovenská produkčná about the exact deployment of spots (the exact name of the spot and the length of the spot) covered by individual Contracts to Ensure the Broadcasting of Media Commercial Communications.

15. In the event that the advertiser does not comply with the contractually agreed length of the spot, Slovenská produkčná, a.s., shall be entitled not to include this spot in the broadcast (the advertiser, however, is required to pay for the contractually agreed scope of the broadcast), or to charge the spot so that the basis for the calculation of the price of the advertisement shall be the next higher price index under Article IV paragraph 2 hereof.
16. All spots delivered by the advertiser to Slovenská produkčná, a.s., pursuant to Article II paragraph 15 hereof shall remain the property of the advertiser. Slovenská produkčná, a.s., undertakes to store the spots with care of a bailee throughout the entire duration of the contract, but it shall be liable for them only up to their provable acquisition costs. Slovenská produkčná, a.s., shall be entitled to destroy the spots six (6) months after the last broadcast of the advertisement under the contract or termination of the contract.
17. Slovenská produkčná, a.s., shall be entitled not to ensure the broadcasting of the spot in relation to which the advertiser fails to submit a properly completed list of music under Article II paragraph 9 hereof, the breakdown of broadcasting of the spots under Article II paragraph 15 hereof, or if the advertiser fails to comply with the spot footage stipulated by the contract.
18. Slovenská produkčná, a.s., reserves the right to accept or reject any order. Even in the case of accepted orders confirmed by both parties, depending on the decision of the broadcaster of the JOJ GROUP program service, Slovenská produkčná, a.s., reserves the right to withdraw from the concluded contract, for example, with regard to the possibilities of the broadcaster of the JOJ GROUP television program service, the origin, content or form of the spot, especially for program reasons. The advertiser expressly undertakes to respect the above-mentioned decision of Slovenská produkčná, a.s.
19. Slovenská produkčná, a.s., shall be entitled not to ensure broadcasting of the advertising spot if
 - A. a petition for bankruptcy order related to the assets of the advertiser has been filed, or there is a reasonable assumption that the petition for bankruptcy order will be filed;
 - B. during the previous campaigns, the advertiser violated the obligations arising from the contract (e.g. he failed to pay any invoice);
 - C. at the discretion of Slovenská produkčná, a.s., broadcasting of the advertising spot could result in
 - a) a violation of generally binding legal regulations, in particular Act No. 308/2000 Coll. on Broadcasting and Retransmission and on amendments to Act No. 195/2000 Coll. on Telecommunications, as amended, Act No. 147/2001 Coll. on Advertising and on amendments and supplements to certain acts, as amended, Act No. 250/2007 Coll. on Consumer Protection and on amendments to Act No. 372/1990 Coll. on Offences, as amended, Act No. 185/2015 Coll. on Copyright and Rights related to Copyright (the Copyright Act), as amended, Act No. 270/1995 Coll. on the State Language of the Slovak Republic, as amended, the Commercial Code, and the Constitution of the Slovak Republic;
 - b) a breach of the obligations laid down in the license to operate television broadcasting;
 - c) the possible sanctions imposed on Slovenská produkčná, a.s., by third parties (e.g. disputes arising in connection with the protection of intellectual property rights, or disputes relating to the unfair competition);
 - d) a threat to the legitimate interests of Slovenská produkčná, a.s., in relation to third parties, in particular to the operators of radio and television broadcasting;

- D. in the spot, the advertiser visually and/or verbally states the name of the service, station, program, communication channel, or other product that is competitive to the JOJ GROUP program services.
20. If there are some of the obstacles mentioned in Article II paragraph 19 subparagraph C hereof (hereinafter referred to as the “inappropriate spot”), Slovenská produkčná, a.s., shall notify the advertiser and invite the advertiser to remedy the situation by ensuring of a corrected advertising spot or its replacement. Should the advertiser fail to remedy the situation within a reasonable time before the scheduled broadcasting of the advertising spot, Slovenská produkčná, a.s., shall be entitled not to broadcast such inappropriate spot.
21. Slovenská produkčná, a.s., shall be responsible for any damage caused by the breach of the contractual obligations by Slovenská produkčná, a.s., only proportionally up to the monthly amount already paid by the advertiser for ensuring of the broadcasting of the advertisement to the account of Slovenská produkčná, a.s.
22. In the case of incorrect broadcasting of the spot demonstrably caused by the broadcaster, the advertiser shall be entitled to compensatory broadcasting of the spot at the agreed time.
23. The advertiser may file a complaint of an incorrectly broadcast spot or not broadcast spot within forty (40) calendar days from the date of the incorrectly broadcast spot or the date on which it was to be broadcast; otherwise the right of the advertiser shall expire after the lapse of the above-mentioned period.
24. Slovenská produkčná, a.s., undertakes not to interfere in any way in the footage or the content of the spot and to use it exclusively for broadcasting on the JOJ GROUP.
25. Slovenská produkčná, a.s., shall inform the advertiser about the changes in the price list, terms of broadcasting as well as program changes without undue delay. The changes in the price list shall not affect the prices stipulated by already concluded contracts.
26. In the case of program changes that can not be notified within the time limit referred to in the preceding paragraph, the advertiser may only exercise one of the following rights:
Either
A. the advertiser has the right to propose an alternative term of broadcasting of the spot, in which case Slovenská produkčná, a.s., will confirm the alternative term or the parties will agree on any other term of broadcasting of the spot;
or
B. the advertiser has the right to insist on broadcasting of the spot along with the program but without the right of the advertiser to determine the term of broadcasting of the program together with the spot, in which case the term of broadcasting of the program along with the spot shall be determined by Slovenská produkčná, a.s., with respect to the program structure;
or
C. the advertiser has the right to cancel the broadcasting of the spot without any alternative term and payment for the broadcasting of such spot.
27. In the case of exceptional program changes and emergencies, Slovenská produkčná, a.s., may only exercise, within forty-eight (48) hours prior to the effective date of such changes, one of the following rights:

Either

A. Slovenská produkčná, a.s., has the right to reschedule the broadcasting of the spot to the nearest possible term;

or

B. Slovenská produkčná, a.s., has the right to reschedule the broadcasting of the spot together with the rescheduling of the program;

or

C. Slovenská produkčná, a.s. has the right to cancel the broadcasting of the spot and determine a separately agreed alternative term.

28. At the request of the advertiser, Slovenská produkčná, a.s., may publish predicted ratings of the JOJ GROUP on a monthly basis, which, however, are of an informative and non-binding nature.

29. The advertiser is aware of the fact that, with effect from 1 January 2019, the provision of media commercial communications within the agreed scope will be carried out only in accordance with the determined percentage distribution of available GRP among the JOJ GROUP program services in the range of 67% of the predicted GRP within the JOJ program service, 17% of the predicted GRP within the PLUS program service, 12% of the predicted GRP within the WAU program service and 4% of the predicted GRP within any other program service falling within or representing the JOJ GROUP. Slovenská produkčná, a.s., reserves the right to unilaterally change the percentage under the preceding sentences of this paragraph four times a year on the basis of the performance of individual program services, however, always at least forty five (45) days prior to the scheduled change of the percentage, and notify the advertiser of the changed percentage without undue delay or at the time of opening of reservations for the particular month. Slovenská produkčná, a.s., reserves the right to change the above-mentioned distribution of the available GRP among the JOJ GROUP program services in the event of any new program service of the JOJ GROUP. The advertiser is aware of the fact that in the case of the change of the rating distribution up to 20%, Slovenská produkčná, a.s., is not obliged to notify the advertiser of such change.

The current offer of program services covered by the JOJ GROUP shall be published at www.joj.sk.

ARTICLE III SANCTIONS

1. In the case of a breach of the contractual obligation under Article II paragraph 19 subparagraph C hereof by the advertiser and the situation under Article II paragraph 19 subparagraph A and/or B hereof, the advertiser undertakes to pay Slovenská produkčná, a.s., an aliquot of the price of the advertisement corresponding to the price of the advertisement for broadcasting of inappropriate spots. In the event of such breach of the contractual obligation, Slovenská produkčná, a.s., shall be entitled to withdraw from the contract.
2. If, in accordance with law, the advertiser terminates the contractual relationship established on the basis of the contract, the advertiser shall notify his decision to Slovenská produkčná, a.s. If the advertiser invests only part and/or even not a part of the total amount of funds, which he committed to invest under the contract, the advertiser undertakes to pay Slovenská produkčná, a.s., a fee for the cancellation of the contract corresponding to the price of the non-broadcast

advertisement from the total price of the advertisement stipulated by the contract. In the case of the purchase according to the GUARANTEED SPOTS business model, the 100% of the financial penalty shall be calculated on the basis of the price based on the predicted ratings of the contractually agreed guaranteed spots of the advertiser.

3. The advertiser undertakes to pay a penalty for the violation of the Technical Conditions for the Inclusion of Media Commercial Communications in the Broadcasting of the JOJ GROUP as well as for the failure to deliver materials for the inclusion of the advertising campaign in the broadcasting in a proper and timely manner in the amount corresponding to the total amount of funds that the advertiser undertook, based on the respective contract, to invest, and, due to the violation of the Technical Conditions, the advertising campaign was not broadcast.

ARTICLE IV INVOICING

1. The price of ensuring of the broadcast of the advertisement shall be determined in one of the following ways:
 - on the basis of the price list of Slovenská produkčná, a.s., valid for the particular month of the advertising broadcast and the agreed discount; or
 - by agreement on the basis of the multiple of CPRP and rating reflecting all agreed indices (for the definitions of the terms “CPRP” and “rating” see Article I of these General Terms and Conditions of Ensuring of the Broadcast of Media Commercial Communications in the JOJ GROUP).

Regarding subparagraph a) Regarding the JOJ GROUP television program service, the price of ensuring of the broadcast of media commercial communications shall be determined on the basis of the *JOJ GROUP Price List* and/or by agreement.

Regarding subparagraph b) The agreed CPRP and all respective indices shall be the subject of the Agreement on Special Business Terms and Conditions concluded between the parties (hereinafter referred to as the “Agreement”), and for each client of the agency a separate Agreement shall be concluded, which shall form an integral part of the contract. The Agreement shall be individual, based entirely on negotiations with the person, to whom it is addressed, taking into account past cooperation, information and guarantees provided by the parties in connection with the negotiation of its content, and the conditions referred to therein shall not be applicable to any other contractual relationship. The Agreement shall remain valid without any adjustment of the client’s price conditions even after spending the guaranteed financial volume of funds defined in the Agreement on Special Conditions throughout its entire validity period and can not be amended if the advertising space from 08:00 and 24:00 has been 100% sold out for three (3) consecutive month. In the case of indexing, the calculation of CPRP shall be rounded to two decimal places. The indexed rating shall not reflect extra charges for positions and special advertising blocks referred to as the “power break”.

Regarding the purchase according to the **KOMBI** business model, the price of the campaign shall be charged as follows:

- 1.1. If the rating of guaranteed spots is greater than the total required rating, Slovenská produkčná, a.s., shall invoice a multiple of CPRP and the total reached indexed rating of the guaranteed spots plus an extra charge for all requested positions of spots and power breaks;

1.2 If the rating of the guaranteed spots, including the rating of non-guaranteed spots (the guaranteed and non-guaranteed rating in the Prime Time or in the Off Time is in the tolerance value to -10% or to -10 GRP of the chosen footage of the required rating in the Prime Time or the Off Time) is greater than the total required rating, Slovenská produkčná, a.s., shall invoice the multiple of CPRP and the total rating in the ordered proportion of the Prime Time/Off Time plus an extra charge for all requested positions of spots and power breaks, while non-delivered ratings in the Prime Time or Off Time shall be, in accordance with the possibilities of Slovenská produkčná, a.s., delivered in the Prime Time or the Off Time in the proportion to the agreed zonal index, i.e., the agency shall be charged the estimated price stated in the Contract to Ensure the Broadcasting of Media Commercial Communications;

1.3 If the rating of the guaranteed spots, including the rating of non-guaranteed spots (the guaranteed and non-guaranteed rating in the Prime Time or in the Off Time is not in the tolerance value to -10% or to -10 GRP of the chosen footage of the required rating in the Prime Time or the Off Time) is greater than the total required rating, the agency shall be entitled to request invoicing of the multiple of CPRP and the total actually reached indexed rating of the guaranteed and non-guaranteed spots in the Prime Time + the guaranteed and non-guaranteed spots in the Off Time only to the amount of the totally required ratings referred to in the Contract to Ensure the Broadcasting of Media Commercial Communications plus an extra charge for all requested positions of the spots and power breaks, i.e. invoicing not exceeding the contractually agreed expected price specified in the Contract to Ensure the Broadcasting of Media Commercial Communications, unless otherwise agreed with the agency;

1.4 If the rating of the guaranteed spots, including the rating of non-guaranteed spots, is lower than the total required rating, Slovenská produkčná, a.s., shall invoice a multiple of CPRP and the total actually reached indexed rating of the guaranteed and non-guaranteed spots plus an extra charge for all requested positions of spots and power breaks, unless otherwise agreed with the agency;

A condition of the purchase according to the KOMBI business model shall be ordering up to 90% of the guaranteed ratings in the Prime Time (17:00-23:00) on the basis of the predicted ratings of Slovenská produkčná, a.s., from the required value of the Prime Time ratings and planning up to 80% of the guaranteed ratings based on the predicted ratings of Slovenská produkčná, a.s., from the total required value of ratings. All orders sent by the agency shall be processed only up to the amount of specified conditions.

The advertiser can only purchase the broadcasting time according to CPRP if he has entered into an agreement on such purchase with Slovenská produkčná, a.s., on the basis of the following business models:

- **GUARANTEED RATING** – the purchase by the advertiser defined only as the total number of ratings, while the placement of the spots will be planned to the advertiser by Slovenská produkčná, a.s., continuously during the broadcast of the campaign, and the advertiser will be informed about the exact placement of the spots upon the annex to the invoice for advertising broadcast;
- **GUARANTEED SPOTS** – defined by the advertiser only as an exactly specified number of guaranteed spots;

- **KOMBI** – is a combination of the first two models, in which case the advertiser is obliged to define the exactly specified number of guaranteed spots, as well as the total number of required ratings. The advertiser will be informed about the exact placement of all spots upon the annexe to the invoice for advertising broadcast; the advertiser has been informed about the placement of the guaranteed spots upon the contract. A condition of the purchase according to the KOMBI business model shall be ordering of a campaign lasting minimally five (5) days. A condition of the purchase according to the KOMBI business model in the JOJ GROUP shall be ordering of a campaign in the total value of at least twenty (20) ratings.

2. In the case of spots of a length other than thirty (30) second, the prices of spots shall be determined on the basis of the following price index:

Spot	5"	10"	15"	20"	25"	30"	35"	40"	45"	50"	55"	60"
Spot indices	0.4	0.6	0.8	0.9	0.95	1	1.35	1.5	1.75	1.85	1.95	2
Tandems	-	0.7	0.85	1	1.15	1.25	1.35	1.5	1.75	1.85	1.95	2

3. Slovenská produkčná, a.s., shall issue a tax document (invoice) for the performance provided under the contract in the month following the month in which the advertisement was broadcast. The advertiser undertakes to pay the price of the advertisement by transfer to the bank account of Slovenská produkčná, a.s., within fourteen (14) days of the issue of the invoice, unless otherwise agreed in writing.
4. Slovenská produkčná, a.s., may require the advertiser to pay 100% of the price in advance. Unless stipulated otherwise, the advertiser is required to pay the contractually agreed price of the advertisement in advance, but not later than five (5) working days before the beginning of the broadcast. In the event that the amount is not credited to the bank account of Slovenská produkčná, a.s., Slovenská produkčná, a.s., shall be entitled to cancel the spots planned by the advertiser and require the advertiser to pay a contractual penalty in the amount of 100% of the contractually agreed price of the advertisement.
5. Should the advertiser fail to pay the price of ensuring of media commercial communications in the manner referred to in Article IV paragraph 3, Slovenská produkčná, a.s., shall be entitled to request the advertiser to pay a contractual penalty in the amount of 0.05% of the outstanding amount for each day of delay, and the advertiser is obliged to pay such contractual penalty.
6. If the advertiser does not have established a structural component, permanent establishment or undertaking in the territory of the Slovak Republic, the price of ensuring of media commercial communications shall be invoiced net of VAT. If, during the validity of the contract, the advertiser establishes the structural component, permanent establishment or undertaking in the territory of the Slovak Republic, the advertiser shall notify Slovenská produkčná, a.s., of such fact without undue delay.
7. Bank charges arising in connection of payment of the contracted amounts from abroad shall be borne by the advertiser.
8. Should the advertiser pay the price of ensuring of media commercial communications in freely convertible foreign currency, the exchange rate determined by National Bank of Slovakia on the

day of crediting of the respective amount to the bank account of Slovenská produkčná, a.s., shall be used to convert the price.

9. Regarding positions of spots in the advertising block required by the advertiser, Slovenská produkčná, a.s., shall invoice an extra charge in the amount of 35% of the actual achieved rating of the respective advertising spot for each first and last position, the extra charge in the amount of 30% of the actual achieved rating of the respective advertising spot for the second and penultimate ordered position, the extra charge in the amount of 25% of the actual achieved rating of the respective advertising spot for each third and the last but two position, and the extra charge in the amount of 20% of the actual achieved rating of the respective advertising spot for any other required position.
10. The price of the sponsorship, injections, teleshopping and placing products in the JOJ GROUP broadcasting shall be governed on the basis of individual offers. The offer shall always be individual, based entirely on negotiations with the person, to whom it is addressed, taking into account past cooperation, information and guarantees provided by the parties in connection with the negotiation, while the conditions and proposals referred to therein shall not be applicable to any other contractual relationship.
11. VAT pursuant to the applicable legislation shall be added to each price charged by Slovenská produkčná, a.s., unless expressly otherwise stipulated hereby.
12. If it is found, on the basis of the evaluation of the respective month of the campaign, that the campaign was over-broadcast or under-broadcast by $\pm 10\%$ of the agreed GRP and the campaign continues in the next calendar month, Slovenská produkčná, a.s., shall be entitled to take the over-broadcast or the under-broadcast into account so that in the following calendar month, the advertiser shall be provided less media commercial communications by the part over-broadcast in the previous month or more media commercial communications by the part under-broadcast in the previous month within the meaning of this paragraph, unless otherwise agreed with the advertiser.
13. Regarding any spots required by the agency to be broadcast in a special advertising block, the so-called "power break", Slovenská produkčná, a.s., shall invoice an extra charge on the actual achieved rating of the respective advertising spot as referred to in the price list for each calendar month.

ARTICLE V SPECIAL PROVISIONS

1. The advertiser agrees to the amounts of the penalties contained herein and confirms that, from his point of view, they are not contrary to good morals. The provisions regarding penalties determined on the basis of the General Terms and Conditions shall be without prejudice to full compensation for damage; these provisions shall remain valid and effective even after the termination of the contract.
2. Slovenská produkčná, a.s., shall not be responsible for failure to fulfil the obligations under the contract due to unavoidable circumstances. The unavoidable circumstances shall mean, in particular, force majeure, civil unrest, military operations, national or regional emergencies,

interventions of governments or other relevant authorities, the weather, the failure of communications services, technical defects of the broadcast, the lack of electricity, compliance with legal regulations or license conditions by the broadcaster, including compliance with statutory obligations, such as the provision of information to the public.

3. The advertiser shall not be entitled to assign any rights and obligations arising from this contract to a third party. In the event of the dissolution of the advertiser without liquidation by a merger or fusion within the meaning of the provisions of Article 218a et seq. of the Commercial Code, the agreed price terms of the successor company shall apply only to the products and services of the successor company, and the prices determined primarily by agreement of the parties shall apply to the products and services of the company dissolved as a result of the merger; if the parties (Slovenská produkčná, a.s., and the successor in title) do not agree on the price, the prices determined on the basis of the valid price list shall apply. Accordingly, in the case of entering into a contract for the sale of an undertaking or part thereof, the terms and conditions as agreed originally, i.e. before the conclusion of the contract for the sale of an undertaking or part thereof, shall apply to the products and services of the seller and the purchaser, unless otherwise agreed between the parties.
4. In the event of the dissolution of Slovenská produkčná, a.s., without liquidation by a merger or fusion within the meaning of the provisions of Article 218a et seq. of the Commercial Code, the advertiser acknowledges and agrees that, on the date of legal succession, the successor company will fully enter into the rights and obligations of Slovenská produkčná, a.s., hereunder, and, accordingly, in the case of conclusion of a contract for the sale of the undertaking or part thereof, the purchaser shall without further fully enter into the rights and obligations of Slovenská produkčná, a.s., to which the advertiser gives hereby his consent.
5. The General Terms and Conditions shall form an integral part of each contract to ensure media commercial communications.
6. Legal relationships of the parties not expressly regulated by the General Terms and Conditions shall be governed by the relevant provisions of the Commercial Code and Act No. 308/2000 Coll. on Broadcasting and Retransmission and on the amendment to Act No. 195/2000 Coll. on Telecommunications, as amended, and other legal regulations in force in the Slovak Republic.
7. The General Terms and Conditions of Ensuring of the Broadcast of Media Commercial Communications in the JOJ GROUP are executed in the Slovak language. In the event of any discrepancies between the Slovak version and any other language version, the Slovak version of the General Terms and Conditions shall always prevail.

Technical requirements

for the inclusion of advertising spots and programmes shorter than 30 seconds into the broadcasting of TV JOJ Group efficient as of 01.01.2019.

TV specifies the following initial requirements for the reception of all TV programmes in high definition (HD) in XDCAM HD422 format. Preferred file transfer is with File Transfer Protocol (FTP). In exceptional cases, when the client is unable to provide the material in the form of a file, the material can be also supplied in standard definition (SD) on Digital Betacam tape. All the supplied materials regardless of their format and medium must comply with the EBU R128 standard. The technical requirements apply to all the footages of advertising spots.

Warning for spots broadcast in the Slovak Republic territory:

The TV channel logos (JOJ, PLUS, WAU, RIK) are displayed on the screen also during advertising and teleshopping breaks.

Logo coordinates are:

left - top: 145px x 90px

right - bottom: 236px x 178px

Coordinates apply to HD picture 1920x1080

A. Technical requirements for the supplying of spots on Digital Betacam tape

Materials supplied in SD must comply with the criteria and norms of PAL 625/50 system. Preferred format is 16:9 FHA, exceptionally 4:3/ LetterBox 4:3.

1. Materials supplied in HD must be recorded in 1080i50 format.
2. Modulation in A1 and A2 audio tracks must not be in mutual phase opposition.
3. In case of monophonic record the backing track must be identical in both channels A1 and A2.
4. In case of stereophonic record, the sequence of sound tracks must be as follows:
A1 = L (left channel)
A2 = R (right channel)
5. The following applies to dual channel stereo sound record:
A1 = L - left channel (Slovak version)
A2 = P – right channel (Slovak version)

A3 = L - left channel (original version)
A4 = P - right channel (original version)

6. The following applies to sound record for the visually impaired AD:

A1 = L - left channel (Slovak version)
A2 = P - right channel (Slovak version)
A3 = L - left channel with AD mix
A4 = P - right channel with AD mix

7. The following applies to a record on the digital Betacam: Reference tone of frequency 1 kHz, 0dB must be recorded in compliance with the recommendations of the manufacturer of the recording device with saturation of 125nW/m.

Reference value will relate to the level of -18 LUFS ShortTerm in compliance with the recommendations of EBU R128.

- 8. Audio signal of supplied programmes must comply with all the points of the recommendations of EBU R128/decreed of the Ministry of Culture.**

The audio signal is measured in full extent, without any emphasis on specific elements such as voice, music, effects.

Integrated Loudness is normalised to -23LUFS. Max True Peak Level must not exceed -1dBTP.

Loudness Range (LRA) must not exceed 15 LU

In case of advertising and programmes shorter than 30 second Momentary Loudness (400ms) must not exceed -15LUFS and at the same time Short Term Loudness (3s) must not exceed -20LUFS.

The level of loudness according to EBU R-128 must be normalised and always measured separately for two tracks (track 1 and 2 and separately for track 3 and 4, never 4 tracks together!).

9. Time code must be recorded in LTC track with a simultaneous use of VITC.

10. Signals of the recording must be distributed as follows:

- a.) setting section - from time code 0':00" until 1':29":24
image: Test – colour bars PAL EBU 75%
sound: reference tone 1 kHz, -18 LUFS
- b.) lead-in section - from time code 1':30" until 1':59":24
image: black PAL

- sound: without modulation
- c.) programme section – programme recording itself from time code 2':00",
beginning and end of programme in LTC must correspond with the data on cassette label
- d.) run-out section – from the end of programme recording in the length of 30"
image: black PAL
sound: without modulation
11. A continuous video signal must be in section black - programme - black [b.) – c.) – d.)].
 12. The offset (time shift) between the picture and sound must be subjectively imperceptible and according to the recommendation of CCIR it must not exceed 60 ms in case of sound ahead picture and 100 ms if the sound is delayed after picture.
 13. All the synchronisation impulses, especially H and burst and chrominance signal must remain in mutually fixed time and phase relationship. Any pulling out of lines or even their absence and visibly disturbing drop-outs in modulation are unacceptable. The shifting of picture against synchronising pulses is in vertical direction by 2 TV lines and in horizontal direction by max. 400 ns against blanking pulse.
 14. The level of complete video signal must never exceed the value of 107% black - white, i.e. 750 mV and the value of -25% black - white, i.e. - 175mV against the level of black. The level of 700mV is considered as 100 % of video signal black - white.
 15. The image sharpness and gradation as well as the technical quality of audio recording must comply with the professional "Broadcast" TV signal and it shall be evaluated subjectively, in comparison with another high-quality recording.
 16. Both cassette and its case must be labelled with identification labels. The minimum scope of the data on the labels includes:
 - name of programme producer
 - name of programme (inclusive number, subtitle)
 - beginning and end of programme in LTC
 - sound: mono, stereo
 - date of production

Furthermore, it is necessary to submit covering documentation together with the programme which must contain the footage of setting signals and their level (data in LTC).

B. Technical requirements for the supplying of spots via FTP:

All the files must be supplied in XDCAM MXF OP1a (.MXF). Without track with time code, or with time code beginning at 00:00:00:00.

File format:

MXF OP1a with **.mxf** extension with 1x video track, 2-8 audio tracks (preferred format)

Audio track

Audio codec: PCM
Sampling frequency: 48kHz
Bit depth: 24bit

Sequence of audio tracks of undubbed programmes:

2 audio tracks: A1, A2 SK Stereo

4 audio tracks: A1, A2 SK Stereo; A3, A4 SK Audio Description

Sequence of audio tracks of dubbed programmes:

8 audio tracks:

A1, A2 SK Stereo; A3, A4 original Stereo; A7, A8 M&E, or

A1, A2 SK Stereo; A3, A4 Audio Description; A5, A6, original stereo; A7, A8 M&E

Video track

Encoding settings in HD

Profile: XDCAM HD422
Data flow: 50 Mbps CBR
Interlacing mode: Interlaced, Upper first
Aspect ratio: 16:9
Resolution: 1920x1080

Account for sending of files to ftp is as follows:

server: ftp.joj.sk
login: advert
password: rEklama112#

Please kindly send the information about spot upload to FTP and registration sheets for spots to the following e-mail address:

spoty@joj.sk

C. Warnings and Specifications

1. Advertising spots for medicinal products shall contain the following information:

“Please read carefully the patient information leaflet or consult your doctor or pharmacist before taking this medicine.” („Pred užitím lieku si pozorne prečítajte príbalovú informáciu alebo sa poraďte s lekárom alebo lekárnikom.“)

This warning and recommendation contained in the advertising of medicinal products must be displayed in the TV spot for at least six (6) seconds.

This warning and recommendation contained in the advertising of medicinal products must be displayed in the TV spot in the ARIAL Regular font, 24pt. The full text of the warning must be displayed on a sufficiently contrasting background. If the mandatory information is included in the following text, it must always be displayed as first.

2. Deadlines for delivery of spots:

Deadlines for delivery of spots for broadcasting of media commercial communications on the JOJ, Plus, Wau and Prima Plus stations:		
Monday	to 15.00	for Thursday
Tuesday	to 15.00	for Friday
Wednesday	to 15.00	for Saturday and Sunday
Thursday	to 15.00	for Monday and Tuesday
Friday	to 15.00	for Wednesday

Deadlines for delivery of spots for broadcasting of media commercial communications placed at another program service falling within or representing the JOJ Group

Monday	to 15:00	for Saturday
Tuesday	to 15:00	for Sunday and Monday
Wednesday	to 15:00	for Tuesday
Thursday	to 15:00	for Wednesday
Friday	to 15:00	for Thursday and Friday

The change of the spot on the ongoing media commercial communications of another program service belonging to or representing the JOJ Group can only be made after four (4) calendar days from the date of notification of such change.

Please, deliver cartridges to the following address:

Slovenská produkčná, a.s.
Sales Department of JOJ GROUP
Brečtanova 1
830 07 Bratislava

Contact person:

Michaela Škopeková, Phone: 02/59 88 86 37

Martina Spodniaková, Phone: 02/59 88 86 33

D. Conditions for the Delivery of Sponsor Links

Form:

1. A sponsor link can not be of a nature of an advertising spot, which means that the animation or text can not indicate the way of use nor incite to consumption. No edited advertising spot can be used for the production of the sponsor link.
2. The sponsor link can be animated and sound/sponsorship of programs, live broadcast and weather forecast /
3. The sponsor link may last to 10“.

Contents:

1. The sponsor's logo, business name, service mark or the trademark of the product, if registered. This registration must be proven.
2. A slogan may be used only if it is part of the registered trademark. In addition to the possibility referred to in paragraph 1, the product may be mentioned only in the general characteristics of the sponsor's activity (e.g.: Sponsored by the car manufacturer).
3. If the trademark of the product forms part of the sponsor link, no other information about the product can be indicated (e.g. information about its quality or price). If the product is part of the trademark, it may be presented only in the form in which it is registered.
4. The sponsor link must identify the sponsor and reflect the sponsor's connection with the sponsored program.

Sponsor:

1. The sponsor may be a legal and natural person. The sponsor may not be a person whose principal business is the production, sale or lease of products, the advertising of which is not allowed.
2. The sponsor may not be a person whose principal activity is the manufacture of tobacco products; manufacturers of medicinal products may be sponsors only if they meet the terms and conditions of advertising.
3. When choosing a sponsor, it is necessary to take account of his suitability with respect to content or focus of the sponsored program. The sponsor shall not affect the content or the time of placement of the sponsored program into the broadcast.
4. Sponsors of programs for children and youth can not be manufacturers or vendors of alcoholic beverages.

The proposal (storyboard) as well as the finished sponsor link shall be subject to final approval by Slovenská produkčná, a.s.

Proposals (storyboards) must be sent to the following address for approval:

Ľubica Kostercová

02/59 888 623

kostercova@joj.sk

The account for sending files to the ftp site:

server: [ftp.joj.sk](ftp://ftp.joj.sk)

login: advert

password: rEklama112#

The information about uploading of the spot to FTP and registration cards of spots must be sent to the following email address:

spoty@joj.sk

E. Technical conditions for receiving *injections* into the broadcast of the JOJ GROUP

Slovenská produkčná, a.s., has determined the following conditions for receiving injections:

1. The sequence of images must be in the Traga .tga format.
2. Bit resolution – 32 bit (24-bit RGB + 8-bit alpha channel).
3. Resolution 720 x 576.
4. Photography – 25 progressive frames per second (without half-frames).
5. Aspect ratio 16:9 Full Height Anamorph.
6. The alpha channel must be premultiplied.
7. The animation must be located in the lower right corner and can occupy up to 1/16 of the image. The remaining area of the image must be 100% transparent.
8. The length of the animation can be a maximum of 10 seconds, while the roll out and download of the sponsor's logo across the animation shall be counted in this time. The actual display of the logo of the sponsor (the injection) shall have the length of five (5) seconds.
9. Delivering media via standard ftp:
 - [ftp.joj.sk](ftp:joj.sk)
 - Login: inject
 - Pass: Elkama14e
10. The injection must be sent to the ftp server at least four (4) working days prior to the first broadcast of the injection.
11. The information about sending the injection to the ftp server must be reported to the e-mail address spoty@joj.sk.

In Bratislava, on 1 January 2019

Ing. Martin Heržo
JOJ GROUP Sales Director