

**GENERAL TERMS AND CONDITIONS OF SLOVENSKÁ PRODUKČNÁ, A.S. FOR JOJ GROUP'S
INTERNET PORTALS AND THE VALETIN PARTNER PLATFORM**

VERSION VALID FROM 01.01.2022

PREAMBLE

Slovenská produkčná a.s. is a user of several websites and the content of the websites is the result of intellectual creative activity, which exclusively Slovenská produkčná a.s. is entitled to dispose of (hereinafter referred to as "JOJ GROUP portals").

Slovenská produkčná, a.s. is the sole and exclusive entity authorised to conclude contracts with natural persons and legal entities (hereinafter referred to as "advertisers"), the subject of which is to ensure the placement of commercial media communication, in particular banner advertising, video advertising and sponsorship of sections (subpages of JOJ GROUP portals) on the JOJ GROUP's Internet portals (hereinafter referred to as "ensuring the placement of commercial media communication").

Valetin is a partner platform bringing together a number of websites (hereinafter referred to as "Valetin portals"), where Slovenská produkčná is the entity authorised to conclude contracts with natural persons and legal entities (hereinafter referred to as "advertisers"), the subject of which is the provision of video advertising under specifically agreed conditions.

I. INTRODUCTORY PROVISIONS, DEFINITIONS

1. **COMMERCIAL MEDIA COMMUNICATION** is audio, visual or audio-visual information which directly or indirectly promotes the goods, services or reputation of a person engaged in an economic activity and is provided as part of, or accompanies, a programme for remuneration or for similar consideration. Commercial media communication mainly includes advertising, teleshopping, sponsorship and product placement.
2. **ADVERTISING** is any public communication intended to promote the sale, purchase or lease of goods or services, including real estate, rights and obligations, or to achieve any other effect intended by the advertiser or the operator of the JOJ GROUP's Internet portals.
3. **BANNER** is an electronic form of billboard advertising (banner advertising), with dimensions given in pixels, a graphical image or other object used as an advertising trailer. Banners can be in the form of static images or moving animations. Standard banner formats are supplied in the following formats: JPEG, GiF, PNG, HTML. Other formats will be placed on the portal by agreement.
4. **SPONSORSHIP** is any benefit provided by the advertiser, which is intended to directly or indirectly finance sections (subpages of TV JOJ portals) to promote the name, trademark, reputation or activities of the advertiser.
5. **VIDEO ADVERTISING (IN-STREAM) - PREROLL, MIDROLL, POSTROLL SPOT** - is a short audiovisual or visual only advertising announcement placed on TV JOJ portals in connection with video content.

VIDEO ADVERTISEMENT (OUT-STREAM) - is a short audiovisual or visual only advertising announcement placed anywhere on TV JOJ portals without direct connection to the video content.

ADVERTISING AREAS are places on TV JOJ portals intended for the placement of banners or video advertisements.

6. **PR ARTICLE** - is a paid advertising article supplied by the client and published on the JOJ GROUP Internet portals at a specified time. It may contain text, images, video and/or backlinks. Placement/non-placement of the article is decided by Slovenská produkčná, a.s. and/or MAC TV
7. **NATIVE ADVERTISING** - is a form of visual, audio or text advertising created by a content creator. The placement of such advertising is perceived as a natural part of the content. Native advertising can also be delivered on the created content.
8. **ADVERTISING CAMPAIGN** is a contractually agreed volume of commercial media communication placed on the JOJ GROUP portals. The advertising campaign may use all agreed formats of commercial media communication (advertising, banner advertising, video advertising, sponsorship, product placement, PR article, native advertising) offered on the JOJ GROUP portals.
9. **AGENCY** means an advertiser of the placement of commercial media communications whose business is primarily to arrange the sale of commercial media communications for its clients. The agency will submit its business licence on the basis of an up-to-date extract from the commercial register. The agency is also obliged to provide written authorization, on the basis of which it is authorized to arrange for the placement of commercial media communication on the JOJ GROUP portals for the client.
10. **CPT/CPM (COST PER THOUSAND/COST PER MILLE)** expresses the price per 1000 impressions, i.e. views of an advertising format.
11. **FLAT RATE (PACKAGE)** expresses the price for a certain period and the guaranteed number of views of an advertising format.
12. **PROGRAMMATIC** is the process of media buying in an automated way through digital platforms. This method replaces the traditional direct way of buying commercial media communication, which is done through negotiation and direct orders.

II. GENERAL CONDITIONS

1. Contractual relations between Slovenská produkčná, a.s. and the advertiser are governed by these General Terms and Conditions of Slovenská produkčná, a.s. for JOJ GROUP's Internet portals and VALETIN portals (hereinafter referred to as the "General Terms and Conditions"), the Framework Contract on ensuring the placement of commercial media communication on JOJ GROUP's Internet portals and VALETIN portals (hereinafter referred to as the "Framework Contract") and the Contract on ensuring the space for the placement of commercial media communication on TV JOJ's Internet portals and VALETIN portals (hereinafter referred to as the "Contract").
2. In the case of Programmatic Buying, Slovenská produkčná, a.s. and the advertiser are governed by the terms and conditions of their digital platform.
3. The condition for ensuring the placement of commercial media communication on the JOJ GROUP portals and VALETIN portals is a binding written order from the advertiser

and the signed Contract on ensuring the placement of commercial media communication on the JOJ GROUP portals and VALETIN portals between Slovenská produkčná, a.s. and the advertiser of commercial media communication according to Article II, points 3, 4, 5, 6 and 7 of these General Terms and Conditions of Slovenská produkčná, a.s..

4. Orders may only be accepted in writing to the address announced by Slovenská produkčná, a.s. as being the correspondence address or electronically via e-mail to the contractually agreed e-mail address (hereinafter referred to as "electronic form"). The order must be signed by an authorised person of the advertiser (statutory body or another person authorised to do so, and the advertiser is obliged to prove this fact to Slovenská produkčná, a.s.). In the case of an order sent electronically, the advertiser is also obliged to indicate the name of the person authorised to place orders under the Framework Contract. In the case that the advertiser is an agency, it is necessary to indicate the client for whom the agency intermediates this media commercial communication together with the written authorization of the agency for the purchase of space for media commercial communication on the JOJ GROUP portals, issued by the client. Reserved advertising space may not be exchanged between agencies or between clients of these agencies.
5. The minimum order amount for commercial media communication is EUR 166,- excluding VAT.
6. The binding order must contain, in particular, the following basic information:
 - a) BILLING DETAILS OF THE ADVERTISER:
 - business name;
 - registered address;
 - billing - mailing address;
 - Company Reg. No.;
 - Tax ID;
 - VAT ID;
 - contact person - according to the contract authorized to order advertising on the portal;
 - phone number;
 - e-mail.
 - b) INFORMATION ABOUT THE ADVERTISING CAMPAIGN:
 - Campaign name;
 - The period during which the campaign is to be active, specifying the start date and end date of the campaign;
 - The volume of advertising expressed in the amount NETNET agreed for the placement of an advertising campaign;
 - Specification of ordered services, especially:
 1. setting the campaign for a period or the number of impressions (views);
 2. for banner advertising, the format, dimensions and requirements for placement in specific sections or on specific pages of TV JOJ portals;
 3. for video advertising, the length of the spot and the requirements for placement in specific sections or on specific pages of the JOJ GROUP and VALETIN portals;

4. information on pre-agreed surcharges or discounts;
5. information about multiple products or clients advertised in an advertising format;
6. for PR articles, the date of placement and the placement section;
7. for native advertising, the date of placement and the placement section;
8. the exact names of all supplied advertising formats (also with the file extension, e.g. banner_praciprasok_468x60.png).

c) TECHNICAL INFORMATION ABOUT BANNER ADVERTISING:

- Target URL (after clicking on the banner, the user will be redirected to the specified URL);
- Alt text (the text that appears when the cursor hovers over the banner);
- Banner in correct size, format, pixels and kB.

d) TECHNICAL INFORMATION FOR VIDEO ADVERTISING:

- Target URL
- Spot length
- Spot in correct size in MB.

If a binding order does not contain all the information required under this article of the General Terms and Conditions, Slovenská produkčná, a.s. will not take such order into account. This order shall be deemed void from the outset.

7. Upon receipt of the order, which is completed in accordance with the preceding paragraph of this Article, Slovenská produkčná, a.s. shall confirm the order by affixing the signature of the authorized person designated in the contract and sending it by post to the advertiser. Orders received electronically will also be confirmed and sent to the advertiser electronically. Orders are accepted for individual calendar months of the calendar year, but no later than 10 days before the start of the advertising campaign, unless Slovenská produkčná, a.s. specifies otherwise. Slovenská produkčná, a.s. will prepare a draft contract within 5 working days of receipt of the order. Upon sending the draft contract, the reservation period starts and ends on the day of the contract being signed, but no later than 5 (five) working days after the draft contract is sent. If the advertiser does not confirm the contract by the signature of an authorized person during the reservation period, the reservation automatically expires after the reservation period and the advertiser is obliged to pay a contractual penalty to Slovenská produkčná, a.s. in the amount of 5% of the price of the campaign according to the issued binding order.
8. According to Article II, point 5, letter B of these General Terms and Conditions, the advertiser shall specify in the order the setting of the placement of the advertising format for a period or the number of impressions (views). Setting the advertising format placement for a period is possible for a minimum period of 1 week. For longer periods, the price is calculated for the exact number of days, where the price per day is equal to 1/7th (in words, one seventh) of the price of the format per week. Setting the placement of the advertising format for the ordered number of views is possible for a minimum number of 1000 (in words thousand) views, while it is possible to define the period in which the views will be active.

9. During the period from the signing of the contract until the launch of the advertising campaign, but no later than 2 working days prior to the launch of the advertising campaign, the client is entitled to make adjustments, as long as they are in accordance with the contract, the location, the price and the ordered period of the advertising campaign. Such changes may include graphic or technical changes to banners, video ads, PR articles and/or native advertising. The client is obliged to inform Slovenská produkčná, a.s. about fundamental changes to advertising formats, such as e.g. advertising another product, several products in one advertising format, or fundamental changes of a technical nature, e.g. changing the size of a banner or the length of a video advertisement. Slovenská produkčná, a.s. reserves the right to approve/disapprove the changed formats and will confirm the placement of the formats to the client in writing or electronically.
10. If the advertiser places in one advertising format:
 - a) multiple products or services of one client, in the case of their presentation in an advertising format, especially visually, verbally or in any other way, the advertiser is obliged to pay Slovenská produkčná, a.s. a surcharge of 25% of the price of the advertisement defined in the contract;
 - b) more clients or their products or services, in the case of their presentation in an advertising format, in particular visually, verbally or in any other way, the advertiser is obliged to pay Slovenská produkčná, a.s. a surcharge of 25% of the price of advertising defined in the contract.
11. The advertiser is obliged to settle all rights to intangible assets and/or intellectual property rights which are related to the delivered advertising formats before the actual ordering of the advertising campaign.
12. The advertiser is fully responsible for the content of the advertising format and undertakes to reimburse Slovenská produkčná, a.s. and/or MAC TV s.r.o. for all claims made by third parties against Slovenská produkčná, a.s. and/or MAC TV s.r.o. in connection with the content of the advertising format already published, but in particular claims asserted in connection with the right of protection of personality, competition law, as well as unfair competition law, intellectual property law, copyright and industrial property law, and any other costs incurred by Slovenská produkčná, a.s. and/or MAC TV s.r.o. in connection with the assertion of claims by third parties under this article.
13. The advertiser is fully responsible for the linguistic aspect of the advertising format and undertakes to bear any penalties or fines imposed on Slovenská produkčná, a.s. or the operator of the JOJ GROUP and Valetin portals for violation of the General Binding Legal Regulations governing the use of language. At the request of Slovenská produkčná, a.s., the client is obliged to prove that the advertising format is not contrary to these regulations.
14. The advertiser is fully responsible for the technical quality of the delivered advertising formats, as well as for defects caused by the unsatisfactory quality of the delivered advertising formats.
15. The advertiser is obliged to arrange for the production of advertising formats and deliver them by email to the contractually agreed email address. The advertiser is obliged to deliver the advertising formats in accordance with the technical terms and conditions included in these General Terms and Conditions of Slovenská produkčná, a.s. for the JOJ GROUP's Internet portals and Valetin portals.

16. Slovenská produkčná, a.s. reserves the right to accept or reject the order. Even in the case of an accepted order, confirmed by both parties, Slovenská produkčná, a.s. reserves the right, depending on the decision of the operator of the JOJ GROUP's Internet portals and Valetin portals, to withdraw from an already concluded contract, e.g. with regard to the possibilities of the operator of the JOJ GROUP's Internet portals and Valetin portals, the origin, content or form of the advertising format, but in particular for technical reasons. The advertiser expressly undertakes to respect the decision of Slovenská produkčná, a.s. as set forth herein.
17. Slovenská produkčná, a.s. is entitled not to arrange the placement of commercial media communication on the JOJ GROUP and Valetin portals if:
- A. the property of the advertiser is declared bankrupt, or bankruptcy or restructuring proceedings have been initiated, or there is a reasonable expectation that a petition for bankruptcy will be filed,
 - B. the advertiser has breached obligations under the contract (e.g. an unpaid invoice) or the framework contract during previous campaigns,
 - C. at the discretion of Slovenská produkčná, a.s., the placement of commercial media communication on the JOJ GROUP and Valetin portals could result in :
 - a) a violation of the General Binding Legal Provisions;
 - b) possible sanctions imposed on Slovenská produkčná, a.s. and/or MAC TV s.r.o. by third parties (e.g. disputes arising in connection with the protection of intellectual property rights, unfair competition disputes, etc.);
 - c) a threat to the legitimate interests of Slovenská produkčná, a.s. and/or MAC TV s.r.o. in relation to third parties, in particular radio and television broadcasters and operators of internet portals.
 - D. at the discretion of Slovenská produkčná, a.s., it is a media commercial communication of a direct competitor, already advertising on the JOJ GROUP and Valetin portals.
 - E. Slovenská produkčná, a.s. already has a space for the placement of media commercial communication reserved for another advertiser.
18. In the event that any of the obstacles referred to in Article II, point 16, letter C) of these General Terms and Conditions (hereinafter referred to as "inappropriate commercial media communication") occur, Slovenská produkčná, a.s. shall notify the advertiser of this fact and require the advertiser to remedy the situation by providing a corrected or alternative format of the commercial media communication. In the event that the advertiser fails to remedy the situation within five (5) calendar days from the date of receipt of the format of the commercial media communication qualified as "inappropriate commercial media communication", Slovenská produkčná, a.s. shall be entitled to not place such inappropriate format of the commercial media communication on the JOJ GROUP and Valetin portals in accordance with the provisions of Article II. This shall be without prejudice to point 6. last sentence of the General Terms and Conditions.
19. In the event of a misplaced commercial media communication format proven to be the fault of the operator, the advertiser is entitled to another placement of the commercial media communication format within the agreed time-frame.

20. The advertiser may claim a misplaced format of commercial media communication or a non-placed format within 30 calendar days from the date on which the format of commercial media communication should have been placed on the JOJ GROUP portals, otherwise the advertiser's right shall expire after the expiry of the period specified herein.
21. Slovenská produkčná, a.s. undertakes to not interfere in any way with the content of the commercial media communication format and to use it exclusively for the contractually agreed advertising campaign.
22. Slovenská produkčná, a.s. will inform the advertiser about amendments to the price list and/or the terms and conditions of commissioning advertising campaigns on JOJ GROUP portals at least 7 calendar days before they come into effect. Amendments to the price list do not affect the agreed amount of the price specified in the valid Contract on ensuring advertising space on the JOJ GROUP portals.
23. The advertiser shall provide Slovenská produkčná, a.s. with the necessary assistance for the correct placement of the commercial media communication and the targeting of the specific commercial media communication. The provision of appropriate cooperation includes, in particular, information from the advertiser with a more detailed specification, description of the commercial media communication, identification of the group for which it is primarily intended, etc.

III. SANCTIONS

1. In the event that the advertiser terminates the contractual relationship established on the basis of the contract, in accordance with the law it is obliged to notify Slovenská produkčná, a.s. in writing of its decision. If the advertiser invests only a part of the total amount of funds it has undertaken to invest on the basis of the order, it undertakes to pay Slovenská produkčná, a.s. a monetary sanction corresponding to the price of the unplaced commercial media communication out of the total price of the commercial media communication agreed under the contract. The advertiser undertakes to pay a penalty of 100% of the agreed price for the unplaced formats of commercial media communication if the advertiser gives written notice of withdrawal from the contract or cancellation of the order in less than 3 weeks before the placement of these formats of commercial media communication. The advertiser undertakes to pay a penalty of 30% of the agreed price for unplaced formats of commercial media communication if the advertiser gives written notice of withdrawal from the contract or cancellation of the order more than 3 weeks before the placement of these formats of commercial media communication.

IV. VOLUME DISCOUNT

Slovenská produkčná, a.s. may provide a volume discount from the price stated in the valid price list to advertisers and their clients.

V. INVOICING

1. The price for commercial media communication is set by the price list published on the JOJ GROUP portals in the commercial media communication section.
2. Slovenská produkčná, a.s. will issue a tax document for payment for the performance provided under the contract within 15 days of the end of the campaign, or by the 15th day of the following month when the advertising campaign was active, unless

otherwise agreed in the contract. The advertiser undertakes to pay the price for the commercial media communication by transferring the money to the account of Slovenská produkčná, a.s. within 7 days of the tax document being issued, unless otherwise agreed in writing.

3. Slovenská produkčná, a.s. may require 100% payment in advance from the advertiser. Unless otherwise stipulated, the advertiser is obliged to pay the contractually agreed price for the commercial media communication in advance, but no later than 5 (five) working days prior to the advertising campaign being launched, unless Slovenská produkčná, a.s. stipulates otherwise. In the event that the payment is not credited to the account of Slovenská produkčná, a.s. within the specified period of time, Slovenská produkčná, a.s. has the right to cancel the advertising campaign planned by the advertiser and at the same time the right to demand from the advertiser a contractual penalty in the amount of 100% of the contractually agreed price of the commercial media communication.
4. In the event that the advertiser fails to pay the price for the commercial media communication in the manner specified in Article V. point 3, Slovenská produkčná, a.s. shall have the right to demand from the advertiser a contractual penalty of 0.05% of the amount due for each day of delay, which the advertiser shall be obliged to pay.
5. Should the advertiser not have an organizational unit, permanent establishment or enterprise in the Slovak Republic, the price for commercial media communication is invoiced without VAT. If during the validity of the contract the advertiser establishes an organizational unit, permanent establishment or enterprise in the territory of the Slovak Republic, it is obliged to notify Slovenská produkčná, a.s. of such without undue delay.
6. Bank charges arising from amounts contracted from abroad shall be payable by the advertiser.
7. Should the advertiser provide the price for the commercial media communication in a freely exchangeable foreign currency, the exchange rate set by the National Bank of Slovakia on the day of the relevant amount being credited to the account of Slovenská produkčná, a.s. shall be used for the conversion.
8. The price of sponsorship is governed by the Contract on ensuring the space for commercial media communication on TV JOJ's Internet portals.
9. The price for commercial media communication is subject to VAT in accordance with the applicable legislation.
10. In the event of a legitimate claim, the price discount is applied in the form of a credit note.

VI. SPECIAL PROVISIONS

1. The advertiser agrees to the amount of the penalties specified in these General Terms and Conditions and confirms that they are not contrary to good morals from its point of view. The provisions on penalties under the General Terms and Conditions are without prejudice to compensation for damages in their entirety.

2. Slovenská produkčná, a.s. shall not be liable for non-performance of obligations under the contract caused by unavoidable events. Unavoidable events include, but are not limited to, force majeure, civil disturbances, military operations, national or regional states of emergency, interventions by the state or other competent authorities, weather, communication service failures, technical failures in broadcasting, power outages of longer than 10 hours, and/or compliance with legal regulations by the operator of the JOJ GROUP portals, including compliance with legal obligations such as providing information to the public.
3. The advertiser is provided with free advertising campaign statistics, which inform the advertiser about the number of views of commercial media communication formats and the number of clicks on the commercial media communication format. These statistics are generated 24 hours after the start of the advertising campaign on a daily basis until the end of the campaign and can be sent to the advertiser in electronic form at the required frequency. For the purpose of any claim, only the number of views is binding.
4. The General Terms and Conditions of Slovenská produkčná, a.s. form an integral part of each Framework Agreement and Contract, unless specified otherwise.
5. The legal relations of the contracting parties, unless expressly regulated in the General Terms and Conditions of Slovenská produkčná, a.s. for the JOJ GROUP and Valetin portals, or in the contract, or the framework agreement on the placement of commercial media communication on the TV JOJ portals; shall be governed by the relevant provisions of the Commercial Code and other applicable laws of the Slovak Republic.
6. The General Terms and Conditions of Slovenská produkčná, a.s. for the JOJ GROUP's Internet portals are drawn up in the Slovak language. In the event of a dispute involving a different language version, the version of the General Terms and Conditions of Slovenská produkčná, a.s. in the Slovak language shall prevail.

Technical conditions for the placement of commercial media communication formats on the JOJ GROUP and Valetin portals

The operator of the JOJ GROUP's Internet portals and the Valetin platform establishes the following technical conditions for the placement of commercial media communication formats on the JOJ GROUP and Valetin portals:

1. Commercial media communication formats must meet the specifications for size in pixels, kilobytes (kB) and the types of formats in which they must be delivered according to the current price list.
 - a) Banner Ad:

Banners can be delivered in the following formats: JPEG, GIF, PNG and HTML. Other formats will be placed on the portal by agreement.

A banner advertisement containing an audio must have a visible option to mute or pause the sound on each frame. The sound must be initiated by the user, i.e. it will only start after the user interacts with it (clicks on the banner area).

A banner advertisement containing a video with autoplay enabled must have the sound turned off by default with the option for the user to turn the sound on. A banner advertisement containing a video must contain PAUSE, PLAY and MUTE/volume control buttons on each frame.

Banner formats that would prevent the user from using the site or formats over the page content (so-called layers) must contain a button to close or end the ad in the upper right corner marked with an "X" or the text "Close" in a minimum font size of 11pt.
 - b) Video ad:

A video advertisement (video spot) must be delivered in compliance with the following parameters:

Format: MP4

Maximum video clip size: 50 MB

Maximum resolution: 1920x1080 px (16:9)

Audio codec: AAC

Volume level: -23.5 lufs
2. For non-standard and aggressive formats of commercial media communication, Slovenská produkčná, a.s. reserves the right to approve the visual and technical parameters and settings of the advertising campaign, e.g. capping - limiting the display of a given format of commercial media communication.
3. The advertiser is obliged to deliver the commercial media communication documents, which primarily include individual formats, target URLs, measurement scripts, pixels and the necessary information for setting up the advertising campaign, electronically to the pre-agreed e-mail address no later than 3 working days prior to the start of the advertising campaign.
4. When determining the technical conditions, the operator of the TV JOJ portals relied on the recommendations of IAB Slovakia and the Coalition for Better Ads.
5. Commercial media communication documents must be sent electronically to: podklady@joj.sk.

Bratislava, 10 November 2021

Ing. Martin Heržo,
Sales Director JOJ GROUP