

Principles for Conducting Sales on Muzo.fm Radio Programme

POLSAT MEDIA BIURO REKLAMY Spółka z ograniczoną odpowiedzialnością Sp.k. (hereinafter POLSAT MEDIA), with its seat in Warsaw, ul. Ostrobramska 77, operates as an advertising department for Radio PIN S.A. and conducts operations comprising of broadcast of Ads and Sponsorship Billboards on Muzo.fm Radio Programme:

Sale of the Ad broadcasting service is conducted using pricelist sale method, which is discussed further in the Principles. The definitions of the terms used in the Principles have been provided in section IX of the Principles.

I - General terms and conditions of cooperation with the Advertiser

- 1.** The Ad broadcasting service shall be performed based on Orders on valid form delivered by POLSAT MEDIA and signed by Advertiser and POLSAT MEDIA for a specific calendar month. If the Agency acts on behalf of the Client, the Client together with the Agency shall bear joint responsibility for liabilities arising from the Order.
- 2.** POLSAT MEDIA conducts the sale of Ad broadcasting services for a given broadcasting period on the basis of the Pricelist applicable for the day on which the purchase order was submitted by the Advertiser.
- 3.** Orders are prepared by POLSAT MEDIA on the basis of purchase order received from Advertiser. On receiving a purchase order, POLSAT MEDIA makes a reservation for the advertising/sponsor air-time in the scope described in purchase order and confirms the reservation by sending the Order to the Advertiser for approval.
- 4.** The Advertiser approves the Order by having authorized persons sign the Order and delivering the signed Order to POLSAT MEDIA together with the documents and statements listed in the Principles within 3 working days from the date of POLSAT MEDIA sending the Order to the Advertiser, not later however than by the fourth working day before the first broadcasting of the Ad covered by the Order. An Order is also considered to have been delivered when it has been sent to POLSAT MEDIA within the aforementioned deadline by fax or e-mail. The Order is concluded after it has been signed by POLSAT MEDIA.
- 5.** POLSAT MEDIA charges an operating fee of PLN 100 (plus VAT due) for each Order for the broadcast of the commercial communications submitted by the Advertiser in POLSAT MEDIA. This fee will be included in the total net value from a given Order.
- 6.** POLSAT MEDIA provides Adsign platform available at <https://adsign.polsatmedia.pl>, which is used to submit, handle and modify Orders for advertising services of POLSAT MEDIA. Orders on the Adsign platform should be submitted in PDF format. Access to the Adsign platform allows for placing an electronic signature on the Order, sending invoices in PDF format and managing user rights. Access to the platform depends on the activation of the user's account and acceptance of the platform's regulations, which are available on platform's website.
- 7.** Any changes introduced by the Advertiser to the signed Order shall be regulated by the provisions of the Principles in the part related to resignation from the services.
- 8.** If, in connection with settling the Order, it is necessary to issue a correcting invoice – the need and the amount shall each time be confirmed by the Advertiser within 3 working days from the date of POLSAT MEDIA presenting the settlement details, not later however than by the end of the calendar month in which the settlement details were provided.
- 9.** If Advertiser having outstanding liabilities to POLSAT MEDIA performs a transfer and in the term of 3 working days from the date of crediting of POLSAT MEDIA's bank account does not indicate

which claim this transfer satisfies then POLSAT MEDIA will settle this payment on the account of the debt which is the most outstanding.

10. The Broadcaster has the right to refuse broadcasting an advertisement, whose content or form is inconsistent with the programme line or may harm the Broadcaster's reputation.

II – Valuation of the Order

1. Orders for the broadcasting of Ads/Sponsorship Billboards are prepared by POLSAT MEDIA on separate forms for each type of sale. Specimens of the forms of the Order are provided in Appendix No. 3 (a-b) to the Principles. The calculation of the net value of the Order is performed by POLSAT MEDIA in accordance with the provisions of the Principles.
2. If as a part of the Order are broadcasted: Ad for an alcoholic drink, the value of the Order is additionally increased by 11.11%, due to the obligation to make a payment for providing services involving the Advertising of alcoholic drinks. POLSAT MEDIA hereby declares that in the event of a liability arising to accrue other fees, apart from the liability referred to in this clause calculated in connection with the broadcasting of Ads, the value of the Order shall also be increased by the amount of those liabilities.

Pricelist based sales

3. Pricelist based sales involve the valuation of Ad broadcasting services based on the ad broadcasting prices published in the Pricelist. Within Pricelist based sales the Advertiser chooses broadcasting time for Ads by sending an order form to POLSAT MEDIA comprising a list of the broadcasts he wishes to reserve. Based on the order form, POLSAT MEDIA prepares a so-called Pricelist Order.
4. The fee for the broadcasting of Ads as part of the Pricelist Order is calculated based on the prices published in the Pricelist valid for a given broadcasting period.
5. POLSAT MEDIA may grant the following discounts to Advertisers:
 - a. Client's discount – a discount granted to the Client based on a long-term contract concluded between the Client and POLSAT MEDIA,
 - b. agency discount – a discount granted to the Agency in connection with its representing the Client; the discount can be up to 15%,
 - c. other discounts – discounts granted by POLSAT MEDIA in individual cases (e.g. a seasonal discount).
6. The valuation of a Pricelist Order is performed as follows:

The price published in the Pricelist valid for a given broadcasting period is multiplied by the Ad length conversion factor and then increased by any additional fees arising from the Principles. The additional fees are accrued in the following order: the fee arising from the Ad's content is accrued first and the fee for broadcasting the Ad in a selected position in a commercial break is accrued next; moreover, the fee for broadcasting the Ad in a selected position in a commercial break is accrued on the amount obtained after accruing the fee related to the Ad's content. The amount thus calculated is reduced by the discounts that are due to the Advertiser. Every subsequent discount is calculated on the amount that remains after deducting the previous discount, the agency discount being calculated last and the Client's discount calculated as the penultimate one. Afterwards, the technical fee referred to in the point IV.10 of the Principles is charged. The amount obtained after deducting the discounts and adding the technical fee constitutes the net value of the Pricelist Order. The net value of the Order is increased by amounts due to the State budget referred to in point II.2 of the Principles and then by VAT

Multi-channel orders

7. The Advertiser may acquire Ad/Sponsorship Billboards broadcasting services in the so-called Multi-channel Orders comprising of two or more of the Orders in given TV Channels (and

accordingly: Polsat Media Online, Polsat Media Digital Audio, Polsat Media AdTube and/or Polsat Media AdScreen carriers. POLSAT MEDIA establishes a list and percentage share of respective TV Channels in the group which is covered by certain type of Multi-channel Order, creating, for example: men's package, women's package, general package. Change in the group covered by certain type of Multi-channel Order does not constitute a change of Principles. In the case of a Multi-channel Order, POLSAT MEDIA issues one Order for a given period relating to all TV Channels (and accordingly: Polsat Media Online, Polsat Media Digital Audio, Polsat Media AdTube, Polsat Media AdScreen carriers and/or Radio Programme covered by the group, and the settlement of the amounts due arising from the Order is performed jointly for all the TV Channels (and accordingly: Polsat Media Online, Polsat Media Digital Audio, Polsat Media AdTube, Polsat Media AdScreen carriers and/or Radio Programme, on which the Ads from the Order were broadcast based on the provisions of the Principles relating to Pricelist and Package Orders respectively. The Multi-channel Orders may comprise both Pricelist and Package Orders.

8. The Client's discount or CPP/CPM for a given Multi-channel Order (for the entire group of TV Channels (and accordingly: Polsat Media Online, Polsat Media Digital Audio, Polsat Media AdTube or Polsat Media AdScreen carriers)), are specified in the long-term Contract concluded between POLSAT MEDIA and the Advertiser.
9. The remaining provisions of the Principles relating separately to the Pricelist and Package Orders shall be applied accordingly to Multi-channel Orders. For the Orders comprising Radio Programme (and accordingly: TV Channels, Polsat Media Online, Polsat Media Digital Audio, Polsat Media AdTube or Polsat Media AdScreen carriers) the Principles for Conducting Sales on POLSAT MEDIA Muzo.fm Radio Programme (and accordingly: the Principles for Conducting Sales on TV Channels Polsat Media, the Principles for Conducting Sales on Produktach Polsat Media Online / Polsat Media Digital Audio, the Principles for Conducting Sales on Polsat Media AdScreen carriers lub the Principles for Conducting Sales on Polsat Media AdTube).

Ad length conversion factors

10. If an Ad is shorter or longer than 30 seconds, the price of broadcasting a given Ad / CPP is multiplied by the Ad length conversion factor given in the table below.

Ad length conversion factors:

duration of Ad (in seconds)	conversion factor
5	40%
from 6 to 10	55%
from 11 to 15	70%
from 16 to 20	90%
from 21 to 30	100%
from 31 to 35	120%
from 36 to 40	140%
from 41 to 45	150%
from 46 to 60	200%

If the Ads that are shorter than 5 seconds, the Ad length conversion factor is determined individually In the case of Ads that are longer than 60 seconds, the Ad length conversion factor is determined individually.

11. If two or more Ads are combined into one broadcasting material then the price of broadcasting each Ad/CPM shall be calculated separately in accordance with the Ad length conversion factors.

Additional fees

12. If the Ad contains elements promoting more than one product/service of the Client, another entity or products/services of an entity other than the Client, the amount due for broadcasting of the Ad shall be increased by the fee specified in the table below.

additional elements in the Ad	additional fee
one product/service of another Client	20%
the second and each following product/service of another Client	10% each

13. The Advertiser may obtain an additional service to broadcast the Ad in a selected position or in a specified layout in a commercial break. In such event, the amount due for broadcasting the Ad shall be increased by the fee specified in the table below.

position/layout of the Ad in the commercial break	additional fee
First/last	20%
spot in the selected advertising block	30%
double spot *	10%
Ad environment **	30%

* in reference to two or more Ads in one commercial break: selection of their position by the Advertiser (including determining the number of other Ads between them) or determining the their broadcast sequence. The fee is charged from the net value of the Ads included in this service.

**positioning of the Ad of the one Advertiser in a way that it will not be placed in direct proximity with the other Ad from the given product category.

Sponsoring

14. As part of sponsorship, POLSAT MEDIA prepares sponsorship packages which cover broadcasting of Sponsorship Billboards for a given Client before and after selected radio programmes and at the moment of resuming a given programme after a break for Ads or telesales. A sponsorship package may be additionally increased for the broadcasting of Sponsorship Billboards when announcing the sponsored programme; the number of broadcasts of such Sponsorship Billboards is determined individually with the Advertiser (with the Client or the Agency).
15. The sponsorship package may relate to one or several radio programmes. When deciding to buy a sponsorship package relating to a given radio programme, the Client becomes its Sponsor. One Sponsorship Billboard may be broadcast for not longer than 8 seconds in the case of one Sponsor, 16 seconds in the case of two Sponsors and 24 seconds in the remaining cases. The Sponsorship Billboard may contain only the name, business name, trademark or another sign identifying the Sponsor or his operations, reference to his products, services or their trademarks.
16. The net value of the sponsorship package depends, among other things, on the time of broadcasting the Sponsorship Billboards, their number and the validity period of the sponsorship package. Estimated net value of the sponsorship package is increased by the public receivables which are described in the point II.2 of the Principles and after that, increased by output VAT. POLSAT MEDIA reserves the sponsorship package for the Sponsor by issuing a so-called Sponsor Order.
17. Signing the Order is equivalent to the Advertiser declaring that the Sponsorship Billboard provided for broadcasting on the TV Channel to which the Order relates, do not contain audio or visual elements of an advertising message from the entity being the Sponsor with which the Sponsor is associated, and which could make it difficult to distinguish between a Sponsorship Billboard and an Ad.
18. In the event of any third party, public administration body or other state institution acting against POLSAT MEDIA or the Broadcaster in connection with violating the law as a result of broadcasting the Sponsorship Billboard, the Advertiser shall compensate for any documented losses incurred by those entities, including costs of legal representation, should the provided in the declaration referred to in point 23 above prove untrue, as confirmed by a competent public authority.

Product placement

19. As part of product placement, POLSAT MEDIA prepares product placement packages for a given Client which cover product placement service in selected Radio programmes. The product placement package may relate to one or several radio programmes.
20. The net value of the product placement package depends, among other things, on the time of broadcasting the Radio programme, the number of broadcasts and the validity period of the product placement package. Estimated net value of the product placement package is increased by public receivables which are described in the point II.2 of the Principles and after that, increased by output VAT. POLSAT MEDIA reserves the product placement package for the Client by issuing an Order.
21. In matters not regulated in points 14-20 above, the provisions of the Principles relating to Ads shall apply accordingly.

III - Long-term contracts

1. The cooperation between the Client and POLSAT MEDIA may be regulated by a Long-term Contract which specifies the obligations of the parties and the additional terms of cooperation, not covered by the Principles.
2. The obligations of the Client as part of the Long-term Contract comprise the commitment to purchase the service of broadcasting Ads or Sponsorship Billboards on a given Radio programme and the specification of the level of the Client's financial commitment during the Long-term Contract's validity period.
3. The obligations of POLSAT MEDIA as part of the Long-term Contract may include the following elements:
 - a. reservation of the advertising or sponsor time in the period of validity of the long-term Contract,
 - b. setting the Client's discount for the period of the long-term Contract,
 - c. setting the agency discount in the case of executing the Long-term Contract through an Agency.
4. If the Client does not perform the financial commitments specified in the Long-term Contract, POLSAT MEDIA shall calculate the difference between the level of the commitment and the total net value of the Ad/Sponsorship Billboard broadcasting service provided to POLSAT MEDIA for broadcasting the Ads/Sponsorship Billboards of the Client during the validity of the Long-term Contract. The Client shall be obliged to pay POLSAT MEDIA half the amount thus calculated by reducing the Client's discount in connection with the failure to meet the Client's commitment. Payment shall be made within 3 weeks from presenting the Client with the relevant settlement details by the POLSAT MEDIA.
5. Any commercial terms and conditions covered by Order or Long-term Contract are confidential to the third parties and may not be disclosed without prior written consent of the POLSAT MEDIA except where such disclosure is required by generally applicable provision of law, in particular on the order from authorized public administration body. Advertiser agrees to disclose commercial terms and conditions to the Broadcaster. For the avoidance of doubt Advertiser acknowledges that he is not entitled to disclose commercial terms and conditions to any entities conducting activities in the scope of researching the mediagenic or/and marketing efficacy of advertising campaigns of the Advertiser.

IV - Broadcasting materials

1. The Ads/Sponsorship Billboards which are to be broadcast shall be delivered to POLSAT MEDIA digitally in the form of files delivered through the Polsat Media Adflow platform, compliant with the technical specification available at: <https://adflow.polsatmedia.pl> and indicated below. Broadcast materials are stored for 3 months from the date of its last broadcast. After this term POLSAT MEDIA is entitled to erase this material without the necessity to inform the Advertiser about this fact.
2. The Ads/Sponsorship Billboards intended for broadcast shall be prepared in the WAV format, tagging allowed in BWF (Broadcast Wave Format).
 - a. Number of channels: 2, Stereo.
 - b. Sampling frequency: 44.1 kHz.
 - c. Resolution: 16 bits.
 - d. Max sound level: 0dBFS according to EBU R-68.
 - e. The sound should be phase correlated.
3. The materials shall be prepared for broadcast without unnecessary fragments before and after the actual broadcast material (soundtrack shall contain only the sound intended for broadcast). If the length of the delivered material differs from the length assumed in the Order, Polsat Media reserves the right not to accept this material for broadcast.
4. POLSAT MEDIA reserves the right to broadcast the material with a loudness level corresponding to other broadcasted materials (directly preceding and following the broadcasted one).
5. Together with the broadcast material, the Advertiser shall be obliged to deliver the copyrights certificate in accordance with the specimen provided in Appendix No. 4 to the Principles. The Order may be executed conditionally without the delivered copyrights certificate; in such situation POLSAT MEDIA reserves the right to stop the broadcasting of Ads/Sponsorship Billboards at any time – without incurring any financial consequences on this account.
6. The Advertiser shall be obliged to hold the certificates of admitting the advertised products to trading in Poland and deliver them to POLSAT MEDIA on every POLSAT MEDIA's demand. If the Ad relates to a competition, promotion, lottery, etc. the Advertiser shall be obliged to hold all the permits obtained from the state bodies for conducting the above-mentioned activities and present them when so demanded by POLSAT MEDIA.
7. The Ads/Sponsorship Billboards should be delivered to POLSAT MEDIA not later than by 3 p.m. on the fourth working day before the date of broadcasting the Ad/Sponsorship Billboard. By the same deadline, the Advertiser shall be obliged to specify the version of the material which is to be broadcast, if POLSAT MEDIA previously received broadcasting materials from the Advertiser.
8. Delivering the broadcast materials or specifying the version of the Ad/Sponsorship Billboard later than by the deadline specified in point 3 above, not later however than by 10 a.m. on the second working day before the date of broadcasting the Ad/Sponsorship Billboard is possible solely after obtaining previous approval from POLSAT MEDIA. In this case, the Advertiser shall be obliged to pay the express fee in the amount of PLN 100 (plus VAT) for each Ad/Sponsorship Billboard broadcast, which the deadline for the delivery of the carrier or the determination of the version of the Ad/Sponsorship Billboard has been exceeded.
9. If the Ad/Sponsorship Billboard are not approved for factual reasons (non-compliance with the legal regulations or for other justified reasons), for technical reasons or if other requirements specified in the Principles have not been met, in particular those in point IV.1, the Ad/Sponsorship Billboard shall be treated as not delivered. In such case, point VII.1 of the Principles shall apply. Additionally, POLSAT MEDIA reserves the right to suspend execution of the Orders for broadcasting such an Ad/Sponsorship Billboard. POLSAT MEDIA shall have the

right to cease broadcasting an Ad/Sponsorship Billboard in respect of which the Advertising Council Association so demands in writing based on an opinion issued by the Advertising Ethics Commission operating as part of the Advertising Council Association.

V - Copyright

1. Signing the Order shall be equivalent to the Advertiser declaring that he holds the copyrights and related rights to the Ad/Sponsorship Billboard within the scope necessary for broadcasting and re-broadcasting on the Radio Programme, and for distributing on the Radio Programme via the Internet. Moreover, signing the Order shall mean that the Ad/Sponsorship Billboard delivered for distribution complies with the law and does not infringe the rights of any third parties.
2. Signing the Order shall be equivalent to making a declaration that the copyrights' certificate attached to the delivered Ad/Sponsorship Billboard lists all the persons who (with reference to the works indicated) have the rights to fees arising from the provisions of the Act on copyrights and related rights, payable via the collective management organization, also including rights to fees pursuant to Art. 70 and Art. 18 of the Act. The Advertiser declares that apart from the persons listed in the certificate, the Ad/Sponsorship Billboard, the works contained therein or their use do not give rise to the rights of any other persons to fees arising from the provisions of the Act on copyrights and related rights, payable via the collective management organization, also including rights to fees pursuant to Art. 70 and Art. 18 of the Act.
3. In the event of delivering the Ad/Sponsorship Billboard for broadcasting without the properly filled in copyrights certificate, signing the Order shall be equivalent to making a declaration that the delivered Ad/Sponsorship Billboard (and the works contained therein) and their use do not give rise to rights of any other persons to fees arising from the provisions of the Act on copyrights and related rights, payable via the collective management organization, also including rights to fees pursuant to Art. 70 and Art. 18 of the Act.
4. In the event of infringing the right or rights of third parties, referred to in points 1-3 above, and in particular: personal rights, copyrights or related rights, rights to trademarks, the Advertiser shall be obliged to cover the full amount of the losses related to such infringement incurred by POLSAT MEDIA or third parties, in particular the Broadcasters, including the legal representation costs.
5. The Advertiser agrees to reimburse the royalties, compensations and penalties which the Broadcaster of the TV Channel or POLSAT MEDIA would have to pay on this account and to reimburse all the costs related to the infringement, including the legal representation costs.

VI – Payment

1. The amount due for broadcasting of Ads/Sponsorship Billboards shall be calculated each time when placing Orders. In the case of Package Orders additionally the Order settlement shall be performed on the completion of broadcasting.
2. The payment of the amount due for individual Orders shall be made 7 days before the first broadcast in the Order at the latest.
3. Payment shall be made to the bank account of POLSAT MEDIA indicated in the Order.
4. Should the Advertiser fail to make the payment on time, POLSAT MEDIA shall have the right to accrue default interest for each day of delay.
5. POLSAT MEDIA may treat the delay in payment as a withdrawal from the Order – in such situation, the provisions of the Principles shall apply in the portion relating to resignation from the service.
6. If it is necessary for POLSAT MEDIA to issue a correcting invoice reducing the amount of the

initial invoice, the Advertiser is obliged to confirm the receipt of such correcting invoice and indicate the method of compensating such amount within 7 days of receipt such correcting invoice.

VII – Resignation from Ad broadcasting services

1. The Advertiser's withdrawal from the Order or part thereof or resignation from additional broadcasting services shall give rise to the Advertiser's obligation to pay the reservation fee in the amount specified in the table below.

Reservation fees:

Cancelation date	fee
By the 14th working day before the first broadcast (inclusively)	25%
By the 4th working day before the first broadcast (inclusively)	50%
Later than by the 4th working day before the first broadcast	75%
On the day of the first broadcast or later	100%

2. The reservation fee is calculated based on the net value of the broadcasts covered by the resignation, and in the case of changing the Ad to a shorter one – the reservation fee shall be equal to the difference between the net value of broadcasting the longer Ad and the net value of broadcasting the shorter one. VAT shall be calculated on the amount of the reservation fee.

VIII - Claims

1. If due to the fault of POLSAT MEDIA or Broadcaster of the Radio Programme, broadcast of the Ad is not performed or is performed with defects, POLSAT MEDIA shall have the Ad re-broadcast with the same broadcasting value at the nearest possible date, within a timeslot similar to that in which the broadcast was to have been performed. Submitting a written claim to POLSAT MEDIA within 21 days from the date of the broadcast subject to the claim shall be a condition for re-broadcasting the Ad. Broadcasting the Ad as part of the claim shall not release the Advertiser from the obligation to pay the amount due for broadcasting the Ad subject to the claim.
2. At the written request of the Advertiser, POLSAT MEDIA shall record the commercial break. If the claim was not justified, the cost of the recording in the amount of PLN 100 (plus VAT) shall be borne by the Advertiser.
3. POLSAT MEDIA reserves the right to change of the time of broadcasting a commercial indicated in the Order, for a given time, in a way that it does not change value of the Order.
4. Broadcasting the Ad up to twenty minutes earlier or later counting from the planned hour of commencing the broadcasting of the commercial break in which the broadcast of the Ad was ordered, shall be considered as having been performed in line with the placed Order. POLSAT MEDIA reserves the right to unilateral change of the time of broadcasting a commercial break during or after the broadcast of non-format (f.e.: broadcasts) or in other special cases.
5. POLSAT MEDIA is not responsible for non-performance or improper performance of obligations from the Order (in particular for delay) if this is caused by the event being out of control of the POLSAT MEDIA, in particular: force majeure events (e.g.: war, other acts of war, riots, acts or action of public administration bodies, elemental disasters, national mourning), interference with the broadcast of Radio Programme, including malfunctions of broadcasting devices, power failures or breaks in power distribution, compliance with orders or prohibitions resulting from conditions of broadcasting license or provisions of law, permission or other document issued by public administration bodies.

IX - Definitions of terms used in the Principles, long-term Contracts and Orders

1. Principles – these Principles for Conducting Sales on Muzo. Fm Radio Programme
2. The Client – the producer, the distributor or another entity whose products or services are the subject of the Ads/Sponsorship Billboards broadcast w Muzo.fm Radio Programme; the Client may place orders directly with POLSAT MEDIA or through the Agency acting on his behalf.
3. The Agency – an advertising agency or media house; an entity conducting advertising activities, acting on behalf of the Client and authorized by him to place and sign Orders and pay the amounts due arising from them. A specimen of the authorization is provided in Appendix No. 1 to the Principles.
4. The Advertiser – the Client or the Agency acting on his behalf.
5. The Broadcaster – the entity which creates or puts together the Radio Programme and distributes it or transfers to other entities for distribution as a whole and without amendments.
6. The Ad – commercial material deriving from a public or private entity, in connection with its business or professional activities, aimed at promoting sales or the chargeable use of goods or services.
7. The Sponsorship Billboard – television material informing that a Radio Programme is sponsored by the Client who in this case is a Sponsor.
8. The product placement – commercial material consisting in presenting or referring to product, service or trademark in a way that they are elements of the programme in exchange for a fee or similar gratification and also as gratuitous delivery of product or service
9. The Order – an agreement covering the broadcasting of the Ad/Sponsorship Billboard, during a calendar month, concluded between the Advertiser and POLSAT MEDIA; the Order specifies the subject of the Ad/Sponsorship Billboard, the broadcasting period and other elements arising from the Principles..
10. The Pricelist – the pricelist for broadcasting Ads binding for Ads broadcast on a Radio Programme valid in principle for given broadcasting period. The prices provided in the Pricelist relate to the broadcast of 30 seconds long Ads and are subject to adjustment for length conversion factors, additional fees, discounts accrued in accordance with the Principles and amounts due to the State budget, including VAT The Pricelist each time provides the categorization into times of the day, so-called timeslots.
11. Long-term contract –the contract related to the Ad/Sponsorship Billboard broadcasting service, the validity period of which covers more than one Order; a Long-term Contract is concluded between the Advertiser and POLSAT MEDIA.

X - Appendices and validity of the Principles

The Appendices:

- a. Appendix No. 1 – Template of Authorization for the Agency to represent the Client before POLSAT MEDIA,
- b. Appendix No. 2– Template of Power of attorney for the Advertiser's representatives to sign Orders,
- c. Appendix No. 3 – Order Templates:
 - Pricelist Order
 - Sponsorship Order
- d. Appendix No. 4– Copyrights certificate

Changes to the wording of an Appendix shall not constitute an amendment to the Principles.

Appendix No. 1

To the Principles for Conducting Sales on Muzo.fm Radio Programme

Template of Authorisation to represent Client by Agency before POLSAT MEDIA

Warsaw, dated

AUTHORISATION

We,..... with registered seat in, St., share capital PLN, registered in the District Court of Commercial Department of the National Court Register under the National Court Register No. KRS..... , Taxpayer Identification Number NIP, (hereinafter called „Mandator”), thereby authorise..... with registered seat in, St., share capital..... PLN, registered in the District Court of.....Commercial Department of the National Court Register under the National Court Register No. KRS, Taxpayer Identification Number NIP, (hereinafter called „Mandatary”) to act on behalf of Mandator in legal relationships with POLSAT MEDIA BIURO REKLAMY Spółka z ograniczoną odpowiedzialnością Sp.k. in particular to conclude long-term Contracts and Orders for broadcasts of the Ads, Sponsorship Billboards and Product Placement on: TV Channels, Radio Channels, Internet Products, Polsat Media AdScreen, Polsat Media AdTube*, book air-time for broadcasts and take other obligations connected with broadcasts, as well as make payments resulting from the Orders and/or other obligations and perform all kinds of activities necessary for the execution of the contracts and the obligations.

Withdrawal of the AUTHORISATION shall be made in writing and shall be valid on condition that it is previously delivered to POLSAT MEDIA BIURO REKLAMY Spółka z ograniczoną odpowiedzialnością Sp.k.

.....
(Mandator’s signature and stamp)

.....
(Mandatary’s signature and stamp)

* delete as appropriate

Appendix no. 2

To the Principles for Conducting Sales on Muzo.fm Radio Programme

Template of Power of Attorney for Advertiser's representatives to sign Orders

Warsaw, dated r.

POWER OF ATTORNEY

We,..... with registered seat in, St., share capital PLN, registered in the District Court of Commercial Department of the National Court Register under the National Court Register No. KRS..... , Taxpayer Identification Number NIP, (hereinafter called „Mandator”), hereby represents, that following Mandator’s employees:

..... (Name of the proxy)	..... (position)	..... (signature of the proxy)
..... (Name of the proxy)	..... (position)	..... (signature of the proxy)
..... (Name of the proxy)	..... (position)	..... (signature of the proxy)
..... (Name of the proxy)	..... (position)	..... (signature of the proxy)
..... (Name of the proxy)	..... (position)	..... (signature of the proxy)

are empowered (each of aforementioned persons individually) to act for and on behalf of Mandator in legal relationships with POLSAT MEDIA BIURO REKLAMY Spółka z ograniczoną odpowiedzialnością Sp.k. in the scope of placing and signing Orders for broadcasts of the Ads, Sponsorship Billboards and Product Placement on: TV Channels, Radio Channels, Internet Products, Polsat Media AdScreen, Polsat Media AdTube* during calendar month and perform all kinds of activities necessary for the execution of Order.

Withdrawal of the POWER OF ATTORNEY shall be made in writing and shall be valid on condition that it is previously delivered to POLSAT MEDIA BIURO REKLAMY Spółka z ograniczoną odpowiedzialnością Sp.k.

.....
(Mandator’s signature and stamp)

*delete as appropriate

Appendix no. 3a

To the Principles for Conducting Sales on Muzo.fm Radio Programme

Order template – pricelist Order

Warsaw, dated:.....

Order: 123456/00/A1/AA

Radio Programme

The Client:

.....

NIP: 00-00-000-00

KRS:1234567

Share capitalzł

District Court in

The Client:

Product:

Material lenght:

Broadcast since to: -

	amount	VAT	incl. VAT
The value of the order:	-	-
Total extra payments	-	-

Total discount:	-	-

The value of the order:
Beer tax
Express
To payment:		
In words:		

Extra payments	
Extra payment	...%
Position extra payment	...%
Discounts	
Client discount	...%
Agency discount	...%
Express	
Other taxes:	
Beer tax:	

No. of broadcast	value	net value
...
...
TOTAL

- The Contractor: POLSAT MEDIA BIURO REKLAMY Spółka z ograniczoną odpowiedzialnością Sp.k. with registered seat in Warsaw, Ostrobramska Str. 77, registered in the District Court of the capital city of Warsaw XIII Commercial Department of the National Court Register under the National Court Register No. KRS 0000467579, NIP 113-21-73-100. The Contractor acknowledges that it is a large company governed by the Payment Terms in Commercial Transactions Act of 8th of March, 2013.
- The Client declares that it is/is not (delete as appropriate) a large company governed by the Payment Terms in Commercial Transactions Act of 8th of March, 2013. The Client agrees to pay the amount due to the bank account of Contractor maintained at mBank, No. 93 1140 1010 0000 5244 2000 1009 (USD); No. 66 1140 1010 0000 5244 2000 1010 (EUR) by transfer, within 7 working days before the first broadcast, and immediately send a copy of the transfer to the Contractor. Failure to keep to the payment deadline stated above or the failure to meet other requirements specified in the Principles within 4 working days of commencing the broadcasting period shall be construed as cancellation of the Order.
- The Client declares that the Ads delivered for broadcasting on the Radio Programme and/or appropriately in Products: TV Channel/Channels, Polsat Media Online, Polsat Media AdScreen, Polsat Media AdTube, Muzo.fm to which the Order relates do not carry any legal defects and that their broadcasting is lawful and does not infringe any rights or property of any third parties; and in particular that as the producer of the Ads he has acquired and holds all copyrights and related rights to works and artistic performances contained/recorded in the Ads. Moreover, the Client guarantees that neither the Contractor nor the Broadcaster (and/or appropriately in Administrator of Products: Polsat Media Online, Polsat Media AdScreen, Polsat Media AdTube) shall be obliged to pay any fees/royalties in connection with broadcasting the Ads. The Client agrees to meet any claims directed to the Contractor or the Broadcaster (and/or appropriately in Administrator of Products: Polsat Media Online, Polsat Media AdScreen, Polsat Media AdTube) in connection with infringing the aforementioned rights (in particular, reimbursing royalties and/or claims), including any costs incurred in connection with such infringement.
- The Client declares that it shall be solely responsible for the content of the broadcasted Ads and that it holds all the certificates and permits necessary to introduce the advertised products to trading in Poland.
- The Client is authorized to change the time of the broadcast of the Ad indicated in the Order in a way that does not change the value of the Order without the need to obtain Contractor's consent.
- The Contractor shall have the right to cease broadcasting an Ad in respect of which the Advertising Council Association so demands in writing based on an opinion issued by the Advertising Ethics Commission operating as part of the Advertising Council Association. In such situation, the relevant provisions of the Principles related to cancellation of the Order shall apply.
- In matters not regulated herein, the Principles binding in the broadcasting period covered by the Order shall apply. The Client declares that it has received the Principles and acquainted itself with their content, and hereby agrees to incorporate the Principles in the Order.
- The terms and conditions granted to the Client shall be binding provided that a long-term contract is concluded with the Contractor by 31.03.2020r. for broadcasting Ads in 2021 on the Radio Programme and/or appropriately in Products: TV Channels, Polat Media Online, Polsat Media AdScreen, Polsat Media AdTube to which the Order relates.

Deadline for signing up to:

(Date and signature) Contractor Client

Date and signature

Order: 123456/00/A1/AA

Radio Programme

Client:
Product:

l	day	hour	type	Progra	ban	time	Cassette	fix position	Pricelist price	Additional fee	fix fee	remarks
1	Progra	ON	..."	R000000	1	.....		...%
2	Progra	E	..."	R000002		.....	...%
3	Progra	MD	..."	R000000	99	.....		...%
	Progra	DT	..."	R000000		.....		
5	Progra	AD	..."	R000000		.....		
...												

Deadline for signing up to:

Date and signature Contractor Client

Date and signature

Załącznik nr 3c
to the Principles for Conducting Sales on Muzo.fm Radio Programme

Order template – Sponsorship Order

Warsaw, dated:

Order: 123456/00/A1/AA

Radio Programme

The Client:

.....

NIP: 00-00-000-00

KRS:1234567

Share capitalzł

District Court in

The Client:

Product:

Campaign number:

Material lenght:

Broadcast since to: -

	amount	VAT	plus VAT
The value of the order
Beer tax
Express
Operation fee
To payment:

In words:

	No. Of broadcast	
	prime-time	off peak
.. "
.. "
.. "
total

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Deadline for signing up to:

Date and signature Contractor Client

Date and signature

Client:
Product:

no	Day	hour.	type	Programme	pasmo	time	Cassette	remarks
1	Programme	LN	.."	R000000	
2	Programme	M	.."	R000002	
3	Programme	DT	.."	R000000	
4	Programme	PT	.."	R000000	
5	Programme	EF	.."	R000000	

Deadline for signing up to:

Date and signature) Contractor Client

Date and signature

**Appendix No. 4
to the Principles for Conducting Sales on
Muzo.fm Radio Programme of POLSAT
MEDIA**

Certificate of Copyrights

Name of the Ad
 Title of the Ad
 Version, Number
 Duration of the Ad

Information regarding the musical works used in the Ad:

No.	Title	Composer	Lyrics Writer	Polish Version Lyrics Writer	Singer	Length
1						
2						
3						

Producer
 Director
 Scriptwriter

Date of copyrights validity

Statement:

We hereby declare that we are the holders of the proprietary rights to the movie not encumbered with any third party rights and that we shall be held fully responsible in case the broadcast infringes any copyrights of any third party and in case the transmission of the movie violates personal interests of any third party.

I hereby declare that the above mentioned persons include all individuals who – with regard to the specified works – have the rights to remunerations according to the Act on Copyright and Related Rights paid through the competent organizations for collective managements of copyright, including the right to the remuneration according to Art. 70 and Art. 18 of the Act. I hereby declare that in except for the persons indicated in the certificate no other person has any rights to the remunerations according to the Copyright and Related rights Act paid through the organizations for collective management of copyright, including the right to the remuneration according to Art. 70 and Art. 18 of the Act with regard to this ad, the works included in it as well as with its exploitation.

In case in spite of this declaration the author’s economic copyrights of the persons being their holders of such rights are infringed (e.g. because the data included in the certificate of copyrights are wrong or incomplete), I hereby declare that we undertake to cover all costs of the defence carried out by the Broadcaster as well as to satisfy any related claims against the Broadcaster.

I hereby declare that I accept the obligation to compensate, at Broadcaster’s request, all losses suffered by it as the result of the above mentioned infringement of the author’s economic copyrights.

The term Broadcaster shall be understood hereafter as the entity which creates or compiles the television programme and publicise it or gives it to other entities for publication in its entirety and without any changes.

.....
 (date, signature and stamp of the Client)

Note:

All fields of the copyright certificate should be filled. In case no information is to be inserted in the field, please write „N/A”.