

Principles for Conducting Sales on Polsat Media AdScreen

Polsat Media Spółka z ograniczoną odpowiedzialnością, hereinafter: Polsat Media, with its seat in Warsaw, ul. Ostrobramska 77, operates an advertising department for SCREEN NETWORK S.A. and PRN Polska Sp. z ograniczoną odpowiedzialnością (hereinafter: Network Administrator) and conducts operations comprising broadcast of Ads on the carriers, whose owners are Network Administrators (hereinafter: Polsat Media AdScreen carriers). Polsat Media AdScreen carriers include:

Networks

Super Screen	CityFit
PKP Railway Station	Digital Sites
PKP IC Ticket offices	Media Markt
City Screen	Press Rooms - Indoor
City Screen Select	Airports – Press Rooms
City Screen Premium	

Changes to the list of networks and Polsat Media AdScreen carriers shall not constitute an amendment to the Principles. Sale of the Ad broadcasting service is conducted using package method, described 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 . 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. 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.
3. 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 .
4. 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.
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. 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.
8. 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.
9. The Broadcaster has the right to refuse broadcasting an ad, whose content or form is inconsistent with the programme line or may harm the Broadcaster's reputation.
10. Any disputes arising from the Order or the Long-term Agreement will be settled by the common court competent for the seat of Polsat Media .

II – Valuation of the Order

11. Orders for the broadcasting of Ads are prepared by Polsat Media on separate forms which specimens are provided in Appendix No. 3 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.
12. 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.

Package based sales

1. Package based sales shall mean the valuation of Ad broadcasting services based on packages defined by Polsat Media , which include individual Polsat Media AdScreen carrier networks. The Advertiser sends an order form to Polsat Media which specifies the subject of the Ad, the broadcasting period, Ad length and selected package. Polsat Media accepts the reservation by issuing an Order. The Order contains the advertising period, the names of Polsat Media AdScreen carrier network, the number of screens and the net value of the service after a discount..
2. Polsat Media reserves the right to change the content of individual packages, both the content of individual packages based on numbers of Polsat Media AdScreen carriers, as well as the networks contained in these packages.
3. 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. other discounts – discounts granted by Polsat Media in individual cases (e.g. a seasonal discount).
4. 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 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 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

Ad length conversion factors

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

Ad length conversion factors:

Duration of Ad (in seconds)	Conversion factor
to 15	50%
from 16 to 30	100%

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 30 seconds the Ad length conversion factor is determined individually.

Additional fees

6. 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
location selection	15%
broadcast on selected weekdays	20%
local spot mutation	15%
exclude the network from the package	20%
logotype of the media patron or sponsor	5%
prize in the contest (without prize specification)	5%
the second and each subsequent product/service from the Client	5% each
one product/service from another Advertiser	20%
the second and each subsequent product/service from another Advertiser	10% each
other cases	25%

Multi-channel orders

7. The Advertiser may acquire Ad/Sponsorship Billboards broadcasting services in the so-called Multi-channel Orders comprising two or more of the Orders in given Polsat Media AdScreen products (and accordingly: TV Channels, Polsat Media Online, Polsat Media Digital Audio and/or Polsat Media AdTube. Polsat Media establishes a list and percentage share of respective products 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 Principle. 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 and/or

Polsat Media AdScreen carriers 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 and/or Polsat Media AdScreen carriers, 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 for a given Multi-channel Order (for the entire group of Polsat Media AdScreen carriers (and accordingly: Polsat Media Online, Polsat Media Digital Audio, Polsat Media AdTube or TV Channels)), 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 TV Channels (and accordingly: Polsat Media Online, Polsat Media Digital Audio, Polsat Media AdTube or Polsat Media AdScreen carriers) the Principles for Conducting Sales on TV Channels Polsat Media (and accordingly: 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).

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 Polsat Media AdScreen carriers 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 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,
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 broadcasting service provided to Polsat Media for broadcasting the Ads 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 Network Administrators. 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> or indicated in the Appendix no. 4 to the Principles. 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 Advertiser shall be obliged to deliver the copyrights certificate in accordance with the specimen provided in Appendix No. 5 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.
3. 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.
4. Polsat Media reserves the right to tag the Ad with the words: „ad”, „paid ad”, „sponsor”, „sponsored link” or other similar words.
5. The Advertiser is responsible for the content of the Ad.
6. The Ads shall be delivered to Polsat Media not later than on the 4th working day prior to the day of broadcasting the Ads by 3 PM. Within the same period, the Advertiser is obliged to specify the version of the transmission to broadcast, if Polsat Media has previously received broadcast materials from the Advertiser.
7. If the Ad is 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 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. Polsat Media 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.

V – Copyright

1. Signing the Order shall be equivalent to the Advertiser warranting and representing that he holds the copyrights and related rights to the Ad within the scope necessary for broadcasting on the Polsat Media AdScreen and shall mean that the Ad delivered for broadcast complies with the law and does not infringe the rights of any third parties.
2. Signing the Order shall be equivalent to making a warranty and representation that the copyrights' certificate attached to the delivered Ad 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, 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., the payment of which would be borne by Polsat Media or the Network Administrators.

3. In the event of delivering the Ad for broadcasting without the properly filled in copyrights certificate, signing the Order shall be equivalent to making a declaration that the delivered Ad (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, 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 Network Administrators, including the legal representation costs.
5. The Advertiser agrees to reimburse the royalties, compensations and penalties which the Network Administrators 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 shall be calculated each time when placing Orders.
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 part 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.

Resignation fees:

Cancelation date	fee
by the 14th working day before the first broadcast (inclusively)	0%

Later than by the 14th working day before the first broadcast	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 , owner or the Administrator of the Polsat Media Online/ Polsat Media Digital Audio Product, 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.
2. Polsat Media is responsible only for the damage arising from non-performance or improper performance of obligations from the Order which were caused by wilful misconduct or gross negligence. The compensation arising from damage inflicted by POLSAT Media shall not exceed the net value of the Order.
3. 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, 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 – GDPR Information clause

1. Polsat Media declares that it is the administrator of personal data within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95 / 46 / EC (general regulation on data protection), hereinafter referred to as GDPR, in relation to personal data of natural persons representing the Advertiser and natural persons indicated by this entity as contact persons and other persons responsible for the performance of the Order or Long-term Agreement (if indicated).
2. Contact with the Data Protection Officer: daneosobowe@polsatmedia.pl
3. Personal data referred to in sec. 1, will be processed for the following purposes:
 - a. related to the execution of the Order or the Long-term Agreement;
 - b. related to the pursuit of possible claims, damages;
 - c. responding to letters, requests and complaints;
 - d. responding to court proceedings.
4. The legal basis for the processing of data referred to in par. 1 is:
 - a. art. 6 (1) (a) b) GDPR - fulfillment of contractual requirements, i.e. the need to have data for the purpose of executing the concluded Order or Long-term Agreement;
 - b. art. 6 sec. 1 lit. c) GDPR - fulfillment of statutory requirements, i.e. the need for Polsat Media to fulfill legal obligations resulting from legal provisions;
 - c. art. 6 sec. 1 lit. f) GDPR - the need to implement the legitimate interests of Polsat Media.
5. Personal data referred to in sec. 1, will not be transferred to third parties, however, in

accordance with applicable law, Polsat Media may transfer data to entities processing them at the request of Polsat Media, e.g. on the basis of contracts for entrusting the processing of personal data to IT service providers, auditors, advisors, and on the basis of applicable law to entities authorized to obtain data, e.g. courts or law enforcement authorities - only when they request personal data and indicate the legal basis for their request.

6. Personal data of the natural persons referred to in sec. 1 will not be transferred to a third country or an international organization within the meaning of the GDPR.
7. Personal data of the persons referred to in sec. 1, will be processed for a period of 10 years from the end of the calendar year in which the Order or Long-term Agreement will be performed, unless a longer processing period is necessary, e.g. due to archiving obligations, pursuing claims or other required by generally applicable law.
8. The persons referred to in paragraph 1. 1, you have the right to request the data controller to access their personal data, rectify them, delete or limit processing or object to their processing, as well as the right to transfer data. These rights will be exercised by the administrator within the limits of applicable law.
9. The persons referred to in paragraph 1. 1, in connection with the processing of their personal data, you have the right to file a complaint with the supervisory authority competent for the place of stay or infringement of the provisions on the protection of personal data.
10. Providing personal data referred to in sec. 1 is required to conclude an Order or a long-term Agreement. If the above-described natural person submits a request to remove or limit the processing of personal data, the Advertiser is obliged to immediately indicate another person in his place.
11. Based on the personal data of the persons referred to in sec. 1, Polsat Media will not make automated decisions, including decisions resulting from profiling within the meaning of the GDPR.
12. In the case, the Advertiser makes it available to Polsat Media, in connection with the performance Order or Long-term Agreement, personal data of persons related to the Advertiser, in particular employees, proxies, members of the management board, contractors, suppliers, and other persons not signing the Order or Long-term Agreement, the Advertiser is obliged to inform these persons on behalf of Polsat Media:
 - a. on the scope of personal data relating to these persons and provided to Polsat Media,
 - b. that Polsat Media is the administrator of their personal data and that it processes their personal data on the terms set out above,
 - c. that the Advertiser is the source from which Polsat Media obtained their data,
 - d. about the content of this paragraph.

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

1. Principles – these Principles for Conducting Sales on Polsat Media AdScreen .
2. The Client – the producer, the distributor or another entity whose products or services are the subject of the Ads broadcast on Polsat Media AdScreen carriers; 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 Ad – any transmission, not from Network Administrators, aimed at promoting the sale or other forms of using good or services, supporting specific matters, ideas or achieving another effect desired by the Advertiser.
6. Polsat Media AdScreen carriers – large-area LED carriers and TVmonitors owned by Network Administrators, intended for the broadcast of multimedia ads, located on city streets, in shops or other places.
7. The Order – an agreement covering the broadcasting of the Ad during a calendar month, concluded between the Advertiser and Polsat Media ; the Order specifies the subject of the Ad, the carrier on which the Ad is to be broadcast, the broadcasting period and other elements arising from the Principles.
8. Net value of the service – value of the Order calculated in accordance with the provisions of the Principles, decreased by discounts and rebates (without VAT).
9. The Pricelist – the pricelist for broadcasting Ads binding for Ads broadcast on a given Polsat Media Online Ad Screen, valid in principle for given broadcasting period. The prices provided in the Pricelist relate to the single broadcast of Ad and are subject to adjustment for additional fees, discounts accrued in accordance with the Principles and amounts due to the State budget, including VAT.
10. Long-term contract –the contract related to the Ad broadcasting service, the validity period of which covers more than one Order; a Long-term Contract is concluded between the Advertiser and Polsat Media .

XI – 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: Specimen Orders;
- d. Appendix No. 4: Technical requirements pertaining to broadcast materials received by Polsat Media ;
- e. Appendix No. 5: 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
Polsat Media Adscreen**

Template of Authorisation to represent Client by Agency before Polsat Media

....., 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 Spółka z ograniczoną odpowiedzialnością (dawniej: Polsat Media Biuro Reklamy Sp. z o.o. Sp.k.) in particular to conclude long-term Contracts and Orders for broadcasts of the Ads, Sponsorship Billboards and Product Placement on: TV Channels, Polsat Media Online/Polsat Media Digital Audio 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 Spółka z ograniczoną odpowiedzialnością (dawniej: Polsat Media Biuro Reklamy Sp. z o.o. 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
Polsat Media Adscreen**

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

....., dated.....

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 Spółka z ograniczoną odpowiedzialnością (dawniej: Polsat Media Biuro Reklamy Sp. z o.o. Sp.k.) in the scope of placing and signing Orders for broadcasts of the Ads, Sponsorship Billboards and Product Placement on: TV Channels, Polsat Media Online / Polsat Media Digital Audio Products, Polsat Media AdScreen, Polsat Media AdTube* 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 Spółka z ograniczoną odpowiedzialnością (dawniej: Polsat Media Biuro Reklamy Sp. z o.o. Sp.k.).

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

* delete as appropriate

Appendix No. 3

to the Principles for Conducting Sales on Polsat Media Adscreen

Order template

Warsaw, dated:
Polsat Media AdScreen

order: 123456/00/A1/AA

Contracting Party:

.....

.....

.....

.....

NIP:

KRS:

share capitalzł

District Court in

Client:.....

Product:

Material lengths:

Broadcast since - to:

	amount	VAT	Incl. VAT
The value of the Order	-	-
Total extra payments:	-	-
Total discount:	-	-
The value of the Ordere
Beer tax
Operating fee
Express
In total
To payment:
In words:

Express

Other taxes:

Beer Tax

	No. of Broadcast	value	net value
..."
..."
Total

Polsat Media AdScreen carriers.....

1. The Contractor: Polsat Media Spółka z ograniczoną odpowiedzialnością (dawniej: Polsat Media Biuro Reklamy Sp. z o.o. Sp.k.) with registered seat in Warsaw, Ostrobramska Str. 77, registered in the District Court of the capital city of Warsaw XIV Commercial Department of the National Court Register under the National Court Register No. KRS 0001009872, 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.
2. 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.
3. The Client party declares that the Ads delivered for broadcasting on the Polsat Media AdScreen 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 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 in connection with infringing the aforementioned rights (in particular, reimbursing royalties and/or claims), including any costs incurred in connection with such infringement.
4. 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.
5. 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.
6. 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.

Deadline for signing up to:

date and signature of the salesman

date, signature and stamp of the Contracting party

Appendix No. 4
to the Principles for Conducting Sales on
Polsat Media AdScreen

Technical requirements pertaining to broadcast materials received by Polsat Media in the
Screen Network Administrators

Technical requirements					
NETWORK	FORMAT	CODING	RESOLUTION	FRAMES	SOUND
LED	MP4	H264	1920x1080	min 25 k/s	NO
	JPG or PNG	/	1920x1080	/	NO
City Fit	MP4	H264	1920x1080	min 25 k/s	NO
	JPG or PNG	/	1920x1080	/	NO
Media Markt	MP4	H264	1920x1080	min 25 k/s	YES – normalization to 89 db
	JPG or PNG	/	1920x1080	/	NO
Press room - indoor	MP4	H264	1920x1080	min 25 k/s	NO
	JPG or PNG	/	1920x1080	/	NO
Airports – press room	MP4	H264	1920x1080	min 25 k/s	NO
	JPG or PNG	/	1920x1080	/	NO
PKP IC ticket office	MP4	H264	1920x1080	min 25 k/s	NO
	JPG or PNG	/	1920x1080	/	NO

Uploading an Ad for the campaign

FTP address for uploading materials

- **FTP:**
- host: ftp.screen.nazwa.pl
- login: screen_sale
- password: KIMpp02i

or sending/indicating the place of file download by the client (e.g. Wetransfer / Dropbox / OneDrive / Google Drive) to the address of the Screen Network sales representative.

General rules for the production of Digital OOH advertising spots

TRANSPARENCY:

- The message should be simple and legible (no more than 3 advertising slogans)
- Simple and aesthetic creatives have better impact on the reception of the spot

COLOR:

- The spots should be prepared in accordance with the „Key Visual” of the brand
- Contrasting colors improve the reception of the advertising spot

- The use of the white as background should be kept to minimum
- The spots should be bright and contrasting enough to allow the proper perception of the spot on days full of sun exposure (applies to LED creatives)

ANIMATIONS:

- Highlight „Call To Action” elements
- Uniform rhythm in the transitions of the animations improves the visibility of the creative
- Dynamic transitions attract attention.
- The animations cannot dominate the message.

REQUIRED COPY:

- Phrases from complete sentences
- Advertising slogans should not cover more than 80% of the spot area
- In the case of LED advertising – advertising slogans should cover at least 30% of the spot area
- The use of decorative fonts may affect the reception of the ad
- Texts with information should not exceed 45 characters in the entire spot

IDEA/WHAT IS ADVERTISED:

- The Advertised product or service should be the most important element of the creative
- The Ad should be understandable and tailored for the recipient
- The elements included in the spot should be properly balanced in terms of importance

EXAMPLES OF THE CREATIVES:

Playlist

<https://www.youtube.com/playlist?list=PL9dzajHh7kNSClqhCuRwxIXzikzt2m0s9>

**Appendix No. 5
to the Principles for Conducting Sales on
Polsat Media Adscreen**

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”.

