GENERAL TERMS AND CONDITIONS OF CONTRACTS FOR ADVERTISING SERVICES IN THE RMF GROUP

effective since 01 August 2026

I. INTRODUCTION.

All advertising contracts (Advertisement Orders) in Radio Programmes are based on the following general terms and conditions, which form their integral and legally binding part. Individual contracts for the provision of advertising services, in writing under pain of nullity, may exclude the use of the following general terms and conditions in their entirety or in a specific part.

II. EXPLANATION OF CERTAIN CONCEPTS WITHIN THE GENERAL TERMS AND CONDITIONS.

1. **Advertisement Order/Order** – refers to any agreement which at least partially considers broadcasting Commercial Broadcast in a specified Radio Programme. Confirmed acceptation of an Advertisement Order or initiating its execution by the RMF GROUP is equivalent to concluding a contract based on jointly-agreed written statements of the Parties.
2. **Commercial Broadcast –** refers to any broadcast supposed to directly or indirectly advertise goods, services or reputation of a commercial or professional entity, accompanying or included in a programme, in return for payment or similar remuneration, especially Advertising and Sponsorship Indication.
3. **Advertisement** – refers to a Commercial Broadcast by public or private entity related to its commercial or professional activity, intended to promote sales or charged use of goods or services.
4. **Sponsorship Indication** – refers to a Commercial Broadcast incorporated into a Radio Programme in accordance to the applicable legal regulations as a result of sponsoring the broadcast by an Ordering Party, also incorporated in the Promo.
5. **Ordering Party** – refers to any natural or legal person, as well as an administrative entity without a legal personality, ordering a Commercial Broadcast in a Radio Programme or booking air time. An agency or other advertisement intermediary acting in his own name and on behalf of its clients is also an Ordering Party.
6. **Radio Programme** – refers to a radio programme transmitted in analogue form via land-based broadcasting stations by one of the Radio Stations, especially the nationwide Polish radio programme RMF FM, local or transregional radio programme RMF Classic, local radio programme broadcast under the shared name of RMF MAXX, or Radio GRA, or Radio RMF24 Wrocław; Radio Programme also denotes a radio programme of a broadcaster other than the Radio Station, provided it was included in the commercial offer of the RMF Group and no separate general terms and conditions of agreements, regulations, etc. were applicable to it when accepting the Advertisement Order.
7. **Radio Station** – refers to each of the companies which, under the license, broadcast a given Radio Programme; the list of Radio Stations and Radio Programmes transmitted by them is included in the attachment to the "General terms and conditions of contracts for advertising services in the RMF GROUP".
8. **Radio network RMF MAXX** – refers jointly to all the Radio Stations broadcasting programmes under the common name of RMF MAXX or Radio GRA.
9. **RMF GROUP** – refers to the private limited company "Grupa RMF sp. z o.o. sp.k." with its registered seat at Fabryczna 5a, Warsaw, Poland (postal code 00-446).
10. **Commercial** – refers to a unit of Advertisement transmitted in a Radio Programme (the assumed duration of a Commercial is 30 seconds).
11. **Promo** – refers to a Commercial containing a self-promotional broadcast of a given Radio Station with an additional Sponsorship Indication.
12. **Broadcast Date –** refers to the following:
    - for a Commercial other than a Promo – the year, month, day, and hour (accurate to within 30 minutes) of broadcasting a given Commercial,
    - for a Sponsorship Indication and a Promo – the year, month, day, and timeframe (programme block) when a given Sponsorship Indication or a given Promo is to be broadcast.
13. **Broadcast Schedule** – refers to the plan of Broadcast Dates for Commercials or Sponsorship Indications in a given Radio Programme for particular Advertisement Orders.
14. **Working day** – refers to any day of the week except for Saturdays and public holidays (Sundays and bank holidays as defined by the Polish Non-Working Days Act).
15. **Sales Period** – separate for each Radio Programme, it refers to the validity period of Current Price List and validity period of Future Price List if the Future Price List has already been announced for a given Radio Programme.
16. **Price List** – refers to any "Advertising Time Price List" valid in a given Radio Station for a given Radio Programme, or valid in the RMF GROUP: (i) price list determined for a given commercial offer or (ii) "RMF MAXX Network Advertising Time Price List" for Advertisement Orders for broadcasting Commercials simultaneously in all the Radio Programmes transmitted by the entire RMF MAXX network.
17. **Current Price List** – refers to a Price List valid on the date of submission of a given Advertisement Order for a given Radio Programme or a given commercial offer.
18. **Future Price List** – refers to a Price List announced for a given Radio Programme or commercial offer by a given Radio Station or the RMF GROUP which becomes effective upon the expiry of the Current Price List.
19. **Regulation** – refers to the Regulation 2016/679 of the European Parliament and of the (EU) Council of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data, as well as repealing Directive 95/46/EC.

III. ADVERTISEMENT ORDER.

1. Advertisement Order is to be prepared in writing, indicate the Radio Programme concerned, include signature of the Ordering Party and the recipient, that is the "Grupa RMF sp. z o.o. sp.k.", Fabryczna 5, 00-446 Warsaw, Poland. If the Ordering Party is a commercial entity acting based on an entry to the business register, the Advertisement Order must additionally include the name and surname of the company's owner or partners.
2. Until the RMF GROUP confirms in writing that the Advertisement Order is accepted or initiates its execution, the Advertisement Order is an offer as per the Art. 66 of the Polish Civil Code.
3. An Advertisement Order must be delivered to the seat of the RMF GROUP no later than 3 Working Days before the day of the first broadcast.
   An Advertisement Order which arrives on a later date shall be understood as an invitation to negotiations as per the Art. 71 of the Polish Civil Code.
4. The Ordering Party may transfer the rights resulting from the Advertisement Order only after notifying the RMF GROUP and obtaining its written consent under pain of nullity.
5. Advertising agencies and other advertising intermediaries acting in the name and on behalf of their clients are jointly and severally responsible with the entities they represent to the RMF GROUP for payment of due amounts under the accepted Advertisement Orders.
6. The RMF GROUP fulfils only such Advertisement Orders whose Broadcast Schedules for the Radio Programmes indicated therein were developed for a timeframe within the Sales Period.

IV. ORDER CANCELLATION RULES.

1. An Advertisement Order cancelled entirely earlier than 21 Working Days before the first Broadcast Date stipulated in the Broadcast Schedule does not give rise to any financial liabilities towards the RMF GROUP. In such case, the whole gross amount for the cancelled Advertisement Order will be returned to the Ordering Party, provided that it was already received by the RMF GROUP.
2. Should the cancellation of an Advertisement Order be delivered to the RMF GROUP later than 21 Working Days before the first Broadcast Date as stipulated in the Broadcast Schedule, the Ordering Party will pay a contractual penalty to the RMF GROUP as defined below:
   a) between 21 and 7 Working Days before the agreed first Broadcast Date – 25% of the gross value of a given Advertisement Order.
   b) between 7 and 3 Working Days before the agreed first Broadcast Date – 50% of the gross value of a given Advertisement Order.
   c) under 3 Working Days before the agreed first Broadcast Date – 75% of the gross value of a given Advertisement Order.
   d) after the broadcast started – 100% of the gross value of a given Advertisement Order.
3. Should an Advertisement Order be partially cancelled before broadcasting the first Commercial/Sponsorship Indication, the rules stipulated in points 1 and 2 apply to the cancelled part of the Advertisement Order.
4. All statements concerning the cancellation of an Advertisement Order should be submitted in writing or as a document (letter sent to the e-mail address indicated for correspondence).

V. RESERVATION.

1. The Ordering Party may book air time of any Radio Programme no less than 4 weeks and no more than 6 months in advance, provided that in every case the air time is booked for a time not exceeding the Sales Period. The condition to be met for the air time booking to be accepted by the RMF GROUP is for the Ordering Party to submit the Advertisement Order with the "RESERVATION" option and pay 20% worth of the booked time in advance to the RMF GROUP within 7 days since the day of submitting the Advertisement Order. Should the Ordering Party fail to pay the advance payment within the said timeframe, the RMF GROUP may cancel the reservation by a statement delivered to the Ordering Party.
2. The Ordering Party may cancel the reservation 22 days before first broadcast date at the latest. In such case, the advance payment will be returned to the Ordering Party. If the reservation is not cancelled within the said timeframe, the Advertisement Order is processed according to the general terms and conditions specified in the present document.

VI. ADVERTISEMENT BROADCASTING CONDITIONS.

1. Advertising materials with Commercial Broadcast are to be sent to the email address provided below in a file compliant with the PCM stereo 44.1 or 48 kHz standard or Mp3 stereo with bit rate of 256 kbit/s or more.
2. Advertising materials with a Commercial Broadcast should be delivered to the RMF GROUP no later than 3 PM on the Working Day preceding the first Broadcast Date determined in the Broadcast Schedule. Delivery of the advertising materials after this deadline entails the payment of a contractual penalty of 5% of the gross value of a given Advertisement Order.
   Provisions of the preceding sentence do not exclude application of point 11 below.
3. If the Ordering Party submits a Commercial longer than the duration of the Commercial which was accepted in accordance with the Current Price List for a given Radio Programme as a

basis to determine the price of the advertising service (remuneration for the execution of a given Advertisement Order), the RMF GROUP:
- is entitled to reject such Commercial and refuse to broadcast it, in which case the provisions of point 11 below apply;
or
- may refuse to broadcast such a number of Commercials in a given Radio Programme selected arbitrarily from the Broadcast Schedule of a given Advertisement Order, that the total duration of the refused Commercials equals the product of the total number of Commercials included in a given Advertisement Order and the difference between the duration of the submitted Commercial and the duration of the Commercial assumed as basis for remuneration for a given Advertisement Order, where the abovementioned refusal to broadcast a Commercial does not affect the price for a given advertising service (remuneration for realisation of a given Advertisement Order).

4. If the Ordering Party provides a Commercial shorter than the duration of the Commercial which, in accordance with the Current Price List for a given Radio Programme, was assumed as a basis for determining the price of the advertising service, the price does not change and the Ordering Party is obliged to pay the remuneration agreed upon in a given Advertisement Order.
5. All materials related to a Commercial Broadcast should be precisely described (name of the campaign, number of the Advertisement Order, title of the Commercial/Sponsorship Indication, exact duration of the Commercial, etc.).
6. All Commercial Broadcasts included in submitted advertising materials should follow the Polish law and the applicable regulations concerning the rules of advertising and promotion in electronic media.
7. Any Commercial Broadcast recorded with the use of background music must be provided with a "Tag" confirming Ordering Party's ownership of the copyright and related rights in regard to works and performances used in the Commercial Broadcast. Lack of the "Tag" attached to the submitted Commercial Broadcast may result in refusal to broadcast it, which does not release the Ordering Party from the obligation to pay the entire amount due for the Advertisement Order.
8. The RMF GROUP and Radio Stations hold no responsibility whatsoever for the content of transmitted Commercial Broadcast.
9. The RMF GROUP reserves the right to change the Broadcast Date of a Commercial by up to 120 minutes from the Broadcast Date indicated in the Broadcast Schedule and to do it in such a way as not to alter the value of the Advertisement Order. The above does not apply to Broadcast Dates of Promos which are regulated by point 10 below.
10. A Broadcast Schedule for a Promo attached to the Advertisement Order is for reference purposes only, based on the self-promotion plans of a given Radio Station as per the signing date of a given Advertisement Order. The RMF GROUP and the Radio Stations are free to alter Broadcast Dates and numbers of transmitted Promos indicated in a Broadcast Schedule attached to an Advertisement Order according to their current needs and objectives related to self-promotion, yet in such a way as to ensure that the total value of the broadcast Promos, calculated according to a Current Price List for a given Radio Station, equals the value indicated in a given Advertisement Order.
11. If a Radio Station does not broadcast a Commercial Broadcast due to delayed delivery of advertising materials by the Ordering Party or should the advertising materials supplied by the Ordering Party fail to meet the RMF GROUP standards (regarding sound quality, duration of the commercial, etc.), the Ordering Party is obliged to pay the full value of the Commercial Broadcast (Advertisement Order).
12. Each Radio Station develops its own Radio Programme and the general style of transmitted Commercial Broadcasts individually and reserves the right to implement changes in the programme. Bearing this in mind, the RMF GROUP reserves the right to reject broadcasting any Commercial Broadcast non-compliant with the style, character, or programme concept of a given Radio Station, as well as those whose content may be suspected of inconsistency with facts or the provisions in force, or is questioned by the Advertising Ethics Committee acting at the Advertising Council established by the IAA Poland.
13. If for any reason attributable to the RMF GROUP or a Radio Station the Commercial/Sponsorship Indication is not broadcast or is broadcast improperly, the RMF GROUP undertakes to broadcast the Commercial/Sponsorship Indication again, on a Broadcast Date agreed upon with the Ordering Party. The Ordering Party accepts this method of compensation and considers it sufficient.

VII. PRICE LIST.

1. Broadcasting prices for Commercials in a given Radio Programme are specified in a Price List specified for a given Radio Programme. Prices do not include VAT. The Ordering Party covers all public and legal receivables (especially due taxes) related to transmitting a Commercial Broadcast.
2. A Price List is valid for a definite period determined therein.
3. Each Radio Station and the RMF GROUP announce the Future Price List properly in advance.
4. The basis for calculating a price of an advertising service in a Radio Programme is a Price List valid for that Radio Programme on the date of broadcasting given Commercials covered by a Broadcast Schedule developed for a given Advertisement Order.

VIII. TERMS AND CONDITIONS OF PAYMENT AND INVOICING.

1. A price of an advertising service is determined in an Advertisement Order, unless stated otherwise therein.
2. Invoices are issued by the RMF GROUP to the Ordering Party on the last day of service provision (end of broadcasting), unless the Advertisement Order states otherwise, however not later than on the 15th day of the month following the month of the last transmission of the Commercial Broadcast covered by the Advertisement Order. Unless stated otherwise in an Advertisement Order, invoices are paid within 14 days from the date of their issue to the Ordering Party.
3. The RMF GROUP may charge statutory interest for delayed payment if an invoice is not paid by due date. If the Ordering Party delays payment for a previously issued invoice, the RMF GROUP may suspend broadcasting Commercials as per the relevant Advertisement Order, or refuse to execute a new Advertisement Order until the Ordering Party settles the arrears and make broadcasting Commercials/acceptance of Advertisement Order dependent on an appropriate advance payment by the Ordering Party.
4. If it was agreed during submitting an Advertisement Order that the remuneration of the RMF Group will be paid as an advance payment or acceptance of an Advertisement Order was made conditional on an advance payment by the Ordering Party, and the said advance payment is not made within the agreed period (no later than 1 Working day before the first broadcast), the RMF Group is hereby authorised to refuse to fulfil such an Advertisement Order.

IX. COMPLAINTS.

All complaints regarding improper contract execution are to be submitted to the RMF GROUP in writing within 21 days since the date of broadcasting/not broadcasting a Commercial/Sponsorship Indication in a given Radio Programme. The complaint should include information on the kind of transgression, its description and motivation. Complaints filed after the determined deadline will not be considered, to which the Ordering Party agrees.

X. FORCE MAJEURE.

1. The RMF GROUP is not responsible for any failed or improper fulfilment of obligations arising from agreements on transmitting Commercial Broadcasts (Advertisement Orders), if it is a consequence of events beyond its control, including in particular but not limited to: any outbreak of war or threatening outbreak of war, acts, decisions or vetoes of government institutions (including introduction of national mourning in Poland or its part), governmental or international agreements, strikes, lock-outs or other protests, floods, fires, explosions, failures of satellites or their ground systems, failures of computer surveillance and distribution systems, or other manifestations of force majeure.
2. Should such an event take place, the RMF GROUP is hereby obliged to immediately inform the Ordering Party and suggest, if possible, other Broadcast Dates of relative Commercial Broadcasts convenient for the Ordering Party, or return funds transferred by the Ordering Party thereto in proportion to the extent of non-performance or improper performance of the obligation by the RMF GROUP.

XI. PERSONAL DATA.

1. The RMF GROUP declares that contact details of employees, associates, and representatives of the RMF GROUP and the Ordering Party (hereinafter "Contact Details") made available to each other in any way since the commencement of negotiations are provided within the framework of legitimate interests of the Parties.
2. The provided Contact Details include: name and surname, job title, function, e-mail address, and telephone number.
3. The Ordering Party therefore undertakes to pass on, on behalf of the RMF GROUP, to all persons whose data were provided to the RMF GROUP, the information referred to in Article 14 of the Regulation and indicated in the following provisions.
4. The RMF GROUP is the administrator of personal data of natural persons provided by the Ordering Party upon placing an Advertisement Order.
5. The Ordering Party is the source of personal data.
6. Providing personal data upon placing an Advertisement Order is voluntary, but their absence may prevent the conclusion or fulfilment of an Advertisement Order.

7 Personal data will be processed in order to conclude and fulfil an Advertisement Order (Article 6 (1) (b) of the Regulation), settle the liabilities, including public receivables (Article 6 (1) (c) of the Regulation), as well as to enforce or secure any claims arising from an Advertisement Order (Article 6 (1) (f) of the Regulation).

8 Personal data shall be stored for the period of fulfilment of an Advertisement Order and expiry of claims arising therefrom, or until expiry of the obligation to store data resulting from the provisions of the law, in particular the obligation to store accounting documentation concerning Advertisement Orders.

9 Personal data may be made available to entities from the RMF Group capital group, the Radio Stations in particular, in order to carry out an Advertisement Order, including settlement of accounts, as well as to entities processing data in order to collect and recover debts.

10 The data subject has the right to: (i) access his/her personal data, pursuant to Article 15 of the Regulation, (ii) correct the data, pursuant to Article 16 of the Regulation, (iii) delete the data, pursuant to Article 17 of the Regulation, (iv) restrict data processing, pursuant to Article 18 of the Regulation, (v) transfer the data, pursuant to Article 20 of the Regulation, (vi) raise an objection, pursuant to Article 21 (1) and (2) of the Regulation.

These rights can be exercised by sending a written request to the RMF GROUP.

11 The data subject also has the right to lodge a complaint with the supervisory authority for the protection of personal data, which is the President of the Office for the Protection of Personal Data.

12 The RMF GROUP has appointed an Inspector for the Protection of Personal Data who can be contacted by e-mail to the following address: iod@gruparmf.pl

XII. SERVICE AND WRITTEN FORM.

Any delivery of statements to the RMF GROUP and the Ordering Party shall be considered as made in writing if performed in one of the following ways:

- by lodging a letter at the registered office of the other Party on the date of its receipt.
- by sending them by registered mail in the territory of the Republic of Poland after 5 Working Days from the date of sending the letter.

XIII. JURISDICTION OF THE LAW AND THE COURT.

1 All agreements on transmission of Commercial Broadcasts (Advertisement Orders) to which these general terms and conditions apply shall be governed by the Polish law.

2 The Parties agree that all disputes arising from this agreement shall be settled by the District Court for Kraków-Śródmieście in Kraków, IV Commercial Division, and in case the District Court in Kraków is the materially competent court – by the Regional Court in Kraków, IX Commercial Division.

ATTACHMENT 1

List of Radio Stations and Radio Programmes broadcast by them:

1. RMF FM, Radio Muzyka Fakty Grupa RMF sp. z o.o. sp.k. with its registered seat in Kraków, a nationwide programme broadcast by a system of ground transmitters as defined in the license.
2. RMF Classic, Opera FM sp. z o.o. with its registered seat in Kraków, broadcast by a system of ground transmitters in selected areas and on digital platforms.
3. RMF Classic Warszawa, Opera FM sp. z o.o. with its registered seat in Kraków, RMF Classic programme broadcast on the frequency of 98,3 FM.
4. RMF MAXX Kraków, Multimedia Sp. z o.o., with its registered seat in Kraków, programme broadcast on the frequency of 96.7 FM.
5. RMF MAXX Opole, Multimedia Sp. z o.o., with its registered seat in Kraków, programme broadcast on the frequency of 102 FM.
6. RMF MAXX Podlasie, Multimedia Sp. z o.o., with its registered seat in Kraków, programme broadcast on the following frequencies: 97.5 FM (Łomża) and 97.5 FM (Białystok).
7. RMF MAXX Dolny Śląsk, Multimedia Sp. z o.o., with its registered seat in Kraków, programme broadcast on the following frequencies: 101.1 FM (Wałbrzych and its region) and 99.5 FM (Kłodzko).
8. RMF MAXX Szczecin, Multimedia Sp. z o.o., with its registered seat in Kraków, programme broadcast on the frequency of 98.4 FM.
9. RMF MAXX Częstochowa, Multimedia Sp. z o.o., with its registered seat in Kraków, programme broadcast on the frequency of 102.6 FM.
10. RMF MAXX Pomorze; Multimedia Sp. z o.o. with its registered seat in Kraków, programme broadcast on the following frequencies: 91.5 FM (Słupsk); 99.7 FM (Koszalin); 102.9 FM (Lębork); 101.2 FM (Bytów); 103.9 FM (Darłowo); 88.6 FM (Kwidzyń); and 97.2 FM (Lędzin near Rewala).
11. RMF MAXX Lubuskie, Multimedia Sp. z o.o. with its registered seat in Kraków, programme broadcast on the following frequencies: 101.7 FM (Zielona Góra) and 94.9 FM (Gorzów Wielkopolski).
12. RMF MAXX, Multimedia Sp. z o.o., with its registered seat in Kraków, programme broadcast on the following frequencies: 106.5 FM (Świętokrzyskie region); 89.7 FM (Końskie); and 98 FM (Kielce).
13. RMF MAXX Warszawa, Multimedia Sp. z o.o. with its registered seat in Kraków, programme broadcast on the frequency of 95.8 FM.
14. RMF MAXX Poznań, Multimedia Sp. z o.o. with its registered seat in Kraków, programme broadcast on the frequency of 93.5 FM.
15. RMF MAXX Trójmiasto, Multimedia Sp. z o.o. with its registered seat in Kraków, programme broadcast on the following frequencies: 96.4 FM and 106.7 FM.
16. RMF MAXX Nowy Sącz, Multimedia Sp. z o.o. with its registered seat in Kraków, programme broadcast on the following frequencies: 104.6 FM (Nowy Sącz) and 104.6 FM (Krynica).
17. RMF MAXX Piła, Multimedia Sp. z o.o. with its registered seat in Kraków, programme broadcast on the frequency of 104.1 FM.
18. RMF MAXX Śląsk, Multimedia Sp. z o.o. with its registered seat in Kraków, programme broadcast on the frequency of 88.1 FM.
19. RMF MAXX Krosno, Multimedia S. z o.o. with its registered seat in Kraków, programme broadcast on the frequency of 97.6 FM.
20. RMF MAXX Oleśnica, Multimedia Sp. z o.o. with its registered seat in Kraków, programme broadcast on the frequency of 96.0 FM.
21. RMF MAXX Mazowsze, Multimedia Sp. z o.o. with its registered seat in Kraków, programme broadcast on the following frequencies: 89.6 FM (Ciechanów); 88.4 FM (Mława); and 90.2 FM (Płońsk).
22. Radio RMF24 Wrocław, Multimedia Sp. z o.o. with its registered seat in Kraków, programme broadcast on the frequency of 95.1 FM.
23. RMF MAXX Bydgoszcz, Multimedia Sp. z o.o. with its registered seat in Kraków, programme broadcast on the frequency of 106.1 FM.
24. RMF MAXX Włocławek, Multimedia Sp. z o.o. with its registered seat in Kraków, programme broadcast on the frequency of 89.2 FM.
25. RMF MAXX Inowrocław, Multimedia Sp. z o.o. with its registered seat in Kraków, programme broadcast on the frequency of 90.8 FM.
26. Radio GRA Toruń, Multimedia Sp. z o.o. with its registered seat in Kraków, programme broadcast on the frequency of 88.8 FM.
27. RMF MAXX Konin, Multimedia Sp. z o.o. with its registered seat in Kraków, programme broadcast on the frequency of 95.8 FM.
28. RMF MAXX Tomaszów Mazowiecki, Multimedia Sp. z o.o. with its registered seat in Kraków, programme broadcast on the frequency of 88.4 FM.