

AGREEMENT

Concluded on 05.11.2014 in Warsaw

between:

CITYBOARD MEDIA Sp. z o. o. with its registered office in Warsaw at 29 Długa Street
Entered by the District Court for the capital city of Warsaw, Business Court, 12th Business
Division of National Court Register into the Business Register of National Court Register
under KRS No: 0000024971, with share capital amounting to PLN 50,000, holding NIP No:
525-10-03-406
represented by:
Marcin Stan – Member of Management Board
Hereinafter referred to as **CITYBOARD MEDIA**,

and:

Región Vysoké Tatry
Starý Smokovec 1
062 01 Vysoké Tatry
VIES SK2023468403
represented by:
Ján Mokoš – Chairman of the Board
Hereinafter referred to as **CLIENT**

of the following contents:

- 1 **The CLIENT** commissions **CITYBOARD MEDIA** to present advertising materials on the screens of illuminated advertising carriers of 6x3, to which **CITYBOARD MEDIA** holds legal title, on the following terms:
 - 1.1 **The CLIENT** – entity that the display refers to: VT
 - 1.2 Type of advertising carrier: cityboard 6x3 m,
 - 1.3 Number of advertising screens: Attachment A - cityboard,
 - 1.4 Period of advertising campaign: 01-28.12.2014
 - 1.5 Installation date of advertising materials: 29-30.11.2014
 - 1.6 Delivery date of materials for printing: 20.11.2014
 - 1.7 Place of delivery of the materials for printing: Cityboard Media, 1 Mokotowska Street, 00-640 Warsaw, ftp address:
serwer:ftpdruk.cityboard.eu
user:drukcbm
pass:C&B@M87!
2. Level of single daily rate for one day of display on one screen during the period 01-28.12.2014 is **6x3 – 11,60 EURO**, plus VAT at applicable rate.
 - 2.1 The Parties resolve that the payment (remuneration due to **CITYBOARD MEDIA**) for:
 - display of advertising materials during the period 01-28.12.2014 and print materials will amount to **19 488 EURO**, (in words: nineteen thousand, four hundred and eighty eight 00/100 EURO) plus VAT at applicable rate.
3. Rules of payment:
 - 3.1 The Parties resolve that **the CLIENT** will pay VAT invoice by bank transfer to **CITYBOARD MEDIA's** currency account kept in EURO: **PEKAO S.A. I O / Warsaw** No **92124010371978001019161061** based on VAT invoice issued by **CITYBOARD MEDIA** by the date defined in section 3.2 below.

The confirmation of the bank transfer made will be sent by fax to **CITYBOARD MEDIA** on the date of making the bank transfer.

- 3.2 **CITYBOARD MEDIA** will issue a VAT invoice at the level being the equivalent of 100% of the value of remuneration for the service plus VAT at applicable rate and encompassing the payment for the display during the period 01-28.12.2014 and print materials to 01.12.2014 and the Client will make the payment by ultimate deadline of 15.12.2014.
- 3.3 If the **CLIENT** fails to make payment by the deadline stipulated in section 3.2 of this agreement, **CITYBOARD MEDIA** will charge statutory interest for each day of the default and shall cease installation of advertising materials until the entire remuneration has been paid and this way will shorten the period of displaying the advertising materials by the number of days of **the CLIENT** being in default with the payment of remuneration, while maintaining the right to remuneration due for the entire term of the agreement as defined in section 1.4.
4. The Parties resolved that the advertising materials will be printed by **CITYBOARD MEDIA** and **the CITYBOARD MEDIA** undertakes to deliver advertising materials to 20.11.2014 at the latest, prepared according to the specification enclosed in Attachment B and C.
If the **CLIENT** defaults on the date of delivering the advertising materials, **CITYBOARD MEDIA** reserves the right to change to installation date of **CLIENT's** advertising materials and thus shorten the period of display by the number of days of **the CLIENT** being in default of the materials delivery date, while maintaining the right to the entire remuneration at the level as defined in section 1.4 of this agreement.
5. **CITYBOARD MEDIA** is entitled to refuse the acceptance of the order for printing of the advertising materials recorded and delivered on a CD by **the CLIENT**, which infringe moral norms or good conduct or Polish legal regulations.
 - 5.1 The Parties resolve that if **CITYBOARD MEDIA** refuses to present the advertising materials due to circumstances envisaged in section 5, **the CLIENT** will not be entitled to reimbursement of the amount already paid to **CITYBOARD MEDIA** as defined in section 2.1 of this agreement.
6. In the case of extreme weather conditions (e.g. continuous raining or snowing, very low temperatures, strong wind), which according to the binding occupational health and safety regulations prevent people and equipment from working and which could cause a risk of damaging **CLIENT's** advertising materials, **CITYBOARD MEDIA** may move the installation date of advertising materials and thus shorten the period of the display, while maintaining the right to the remuneration throughout the displaying period as defined in section 1.4 of this agreement.
CITYBOARD MEDIA shall immediately inform the **CLIENT** about such circumstances.
7. **CITYBOARD MEDIA** will deliver photo documentation – CD or photo album or a webpage by 21st day of the display in the case of one month campaigns and by 12th day in the case of two week campaigns.
8. The parties resolve that should any Party withdraw from this agreement before the start of the given display period, the withdrawing Party will pay the other party a contractual indemnity at the below defined levels within 5 business days at the latest, calculated separately for each of the display periods defined in section 1.4:
 - a) during the period from the conclusion of the agreement to 91st day counting to the first day of each display period – the withdrawing Party will pay the other Party 15% of the value of remuneration due under this agreement for the given display period;
 - b) during the period between 90 - 46 days counting to the first day of each display period – the withdrawing Party will pay the other Party 50% of the value of remuneration due under this agreement for the given display period;
 - c) During the period between 45 and 01 days counting to the first day of each display period – the withdrawing Party will pay the other Party 100% of the value of remuneration due under this agreement for the given display period.

9. The Parties resolve that the shortening of the display period by **CITYBOARD MEDIA** as a result of the circumstances described in section 3.3, section 4 and section 6 shall not constitute the non-performance or incorrect performance of this agreement by **CITYBOARD MEDIA** and thus may not constitute the grounds for the **CLIENT** to claim the indemnity from **CITYBOARD MEDIA**.
10. The provisions of the Civil Code shall apply to the issues not regulated under this Agreement.
11. Any changes and supplements to this agreement shall be made in the form of a written annex or otherwise be invalid.
12. The agreement is drawn up in two counterparts with one for each party.
13. The agreement was read, accepted and signed.



Región Vysoké Tatry, n.o.
Starý Smokovec 1
062 01 Vysoké Tatry
IČO: 42234077
Vysoké Tatry DIČ: 2023468403 -2-

CITYBOARD MEDIA

Cityboard Media Sp. z o.o.
00-238 Warszawa, ul. Długa 29
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THE CLIENT