

## AGREEMENT NO. 160/12

Riga, December 5, 2012

### 1. Parties under Agreement

**Reģi3n Vysok3 Tatra** VAT Number SK 2023468403 as represented by *predseda p<sup>r</sup>edstavenstva Jan Mokus and Richard Pichonsky* (hereinafter referred to as "**Client**").

**SIA "TV3 Latvia"**, registration No. **40103065880**, as represented by members of board *Kaspars Ozoliņš and Solveiga Grīle* (hereinafter referred to as "**TV3**").

### 2. Subject Matter of the Agreement

2.1. This Agreement defines terms and conditions for purchase of advertising airtime on television channel TV3 by the Client for the placement of Client's advertising material

### 3. Rights and Obligations of the Parties

3.1 Client commits to purchase advertising airtime of 25 clips (clip's length 60 seconds) from December 17, 2012 until January 7, 2013 on channel TV3 guaranteeing to pay EUR 8982,00 (eight thousand nine hundred eighty two EUR, 00 euro cents) without VAT.

3.2 Client commits to pay production costs for producing Latvian and Russian voiceover for clip EUR 146,00 (one hundred fourty six EUR, 00 euro cents)

3.3 TV3 commits to provide the advertising airtime according to attachment to agreement.

### 4. Ordering of Advertising Airtime and Transmission of Advertising

4.1 Client must provide TV3 with necessary advertising materials on demanded time. In case the Client has not supplied the transmissible advertising material in time and in suitable form, the Client undertakes to cover losses inflicted to TV3 in the amount of 100eur (one hundred EUR) for each overdue advertising material

4.2. If the advertising material does not comply with the normative acts of the Republic of Latvia or does not correspond to TV3 technical or quality standards, TV3 undertakes to inform the Client about it within 2 (two) days before the airing of this advertising material.

4.3. If Client cancels the order it pays to TV3 full price of cancelled order.

### 5. Payment

5.1 Client commits to pay for duly provided services the invoice issued by TV3 till December 12, 2012. Campaign must be fully prepaid.

5.2 Full payment amount is EUR 9128,00

5.3 TV3 has rights to apply penalty in amount of 0,5% (zero point five percent) for each day delayed day. The day when money is deposited in TV3 account shall be considered as the payment day.

5.4 If the payment is delayed more than 3 three work days, TV3 has rights to cancel all order that is not compensated by TV3

### 6. Expiry of the Agreement

6.1 This Agreement is effective from the date it is signed till entire completion of the obligations by both sides of this Agreement.

### 7. Amendments to the Agreement

7.1. This Agreement might be changed only when written amendment is signed by both Parties. In this case the written amendment becomes an integral part to this Agreement.

### 8. Termination of the Agreement

8.1. The Parties have the right to terminate the Agreement at any time, giving the written notice to other party at least one month beforehand.

### 9. Force Majeure

9.1. In the event of either Party being unable to fully or partly comply with its obligations due to Force Majeure, operations of this Agreement that are influenced by Force Majeure shall be

suspended as long as Force Majeure circumstances exists. If the Party after the Force Majeure situation ends is able to fulfill its obligations set by this Agreement that were limited by Force Majeure, but it requires inadequate efforts, parties are discharged to fulfill this Agreement.

9.2. For the purposes of this Agreement, as Force Majeure shall be considered earthquakes, military aggressions, legislative acts or other acts, which have binding force, technical emergencies etc. that limit the fulfillment of the Agreement shall be considered as a Force Majeure.

9.3. Party being unable to fulfill its obligations set by this Agreement due to Force Majeure, commits to inform in written the other party about the existence of Force Majeure and its ability to comply with its obligations of this Agreement within ten (10) days from finding out about existence of Force Majeure, but not later than one (1) month from the date, and make effort in order to overcome existing Force Majeure and execute Agreement.

9.4. If fulfillment of obligations set by this Agreement is impossible for period longer than three (3) months due to Force Majeure, both Parties will give the right to terminate the Agreement. Terminating the Agreement due to above mentioned, none of Parties have a right to require compensation for less.

## 10. Disputes

10.1 All disputes that originate about this Agreement are settled initially by parties themselves. If parties are not able to settle the dispute themselves then the dispute shall be dealt according to legislation of the Republic of Latvia.

## 11. Responsibilities of the Parties

11.1. If obligations set by this Agreement are not fulfilled or fulfilled partly, Parties shall be kept responsible as set by this Agreement and legislation of the Republic of Latvia.

11.2. If obligations set in this Agreement are not fulfilled or fulfilled partly, the Parties take full (in amount of damage) material responsibility for tangible loss made to the other party of this Agreement if this Agreement does not specify otherwise.

11.3. Damages made due to not fulfilled or partly fulfilled obligations that are set in this Agreement shall be compensated immediately, but not later than 30 (thirty) days after the date of event, if this Agreement does not specify otherwise.

## 12. Closing terms

12.1. This Agreement is executed in two identical one for each Party.

12.2. Parties sign all pages of the Agreement.

12.3 The Agreement is confidential and shall not be exposed to third parties without proper written agreement of the parties.

12.4 This Agreement cancels all identical oral or written agreements previously made between the parties.

## 13. Legal data of this Parties

### TV3

SIA "TV3 Latvia"

registration No. 4010065880

Dzelzavas 120g, Rīga, LV – 1021

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Fax: +371 67479049

PVN reg. Nr.: LV40103065880

Account: LV08HABA0551001430720

Swedbank, HABA LV22

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/Kaspars Ozoliņš /

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/Solveiga Grīle /

### CLIENT

Región Vysoké Tatry

Vat no: SK2023468403

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Bank: J&T Banka

Account: 1300001042/8320

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/ Ján Mokoš /

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/ Richard Pichovský /



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