

**GENERAL COMMERCIAL TERMS AND CONDITIONS  
of TA3 Television  
on providing services of Advertising Media Space and Broadcasting Media  
Commercial Communication**

**CHAPTER I  
INTRODUCTORY PROVISIONS**

1. The company C.E.N. s.r.o., with the registered office in Gagarinova st. 12, Bratislava, Postcode 821 05, Identification No: 35780886, registered in the Business Registry of the County Court Bratislava I, Section: Sro, file No. 21029 / B, is a transmitter for TA3 Television program services based on the decision of the Broadcasting Council and Retransmission No. TD/14/2009 dated 22.12.2009 (valid and enforceable on 10.02.2010) – the nationwide digital broadcasting license No. TD/14 for TA3 Television program service. The company C.E.N. s.r.o. as a broadcaster of TA3 Television program service provides for the purpose of Media Commercial Communication to third parties under the terms of the TA3 Television program service a media space on conditions stipulated in these Terms and Conditions (hereinafter referred to as “General Commercial Terms and Conditions”). The Provider provides on the basis of Act and the license the Advertising Media Space in broadcasting of TA3 Television program service to Buyer under Provider’s current offer.
2. The terms with initial capital letters used in the GTC have the following meanings:
  - 2.1 A **Media Commercial Communication** for the purposes of these Terms and Conditions is an audio, visual or audiovisual information which promotes directly or indirectly goods, services and / or reputation of Buyer or any other natural person or legal entity pursuing an economic activity and is provided as a part of the program or it accompanies program for payment or for similar consideration. In terms of broadcasting TA3 Television program service the Media Commercial Communication includes, in particular advertising, teleshopping, sponsorship and product placement.
  - 2.2 The **Buyer** for the purposes of these Terms and Conditions (hereinafter “GTC”) is a natural or legal person (e.g. direct client, Media or Advertising agency, etc.), to which the Provider shall provide for consideration Advertising Media Space in the TA3 Television.
  - 2.3 The **Provider** for the purposes of these GTC is the company C.E.N. s.r.o., with the registered office in Gagarinova st., 12 Bratislava, Postcode 821 05, Identification No: 35780886, registered in the Business Registry of the County Court Bratislava I, Section: Sro, file No. 21029 / B, which is a transmitter for TA3 Television program services
  - 2.4 Advertising for the purposes of these GTC is any public announcement broadcasted on TA3 Television for payment or similar consideration, which intention is to promote the sale, purchase or rental of goods or services, including immovable property, rights and liabilities or to achieve a different effect pursued by the Buyer as an advertiser.

- 2.5 **Advertising Media Space** for the purposes of these GTC is a space given over by Provider in the broadcasting of TA3 Television program service to Buyer for the purpose of broadcasting/ placement of Media Commercial Communication.
- 2.6 **Promotional spot** for the purposes of these GTC is a short audio or visual work or communicate or other short promotional announcement included in the ad slots on TA3 Television.
- 2.7 **Sponsorship** for the purposes of these GTC is the payment made by the Buyer specified for direct or indirect financing of a program or program service to promote the name or trade name, trademark, reputation, products or activities of the Buyer, who shall provide agreed payment.
- 2.8 **Sponsor link** for the purposes of these GTC is to communicate or broadcast an announcement before and / or after posting sponsored program or before and / or after cessation of broadcasted sponsored program, clearly labeled with the name or trade name of the Buyer, in case of a legal person, or Buyer's name and surname, in case of a natural person or logo and / or reference to the Buyer's product and / or service who provided payments for the purpose of sponsoring sponsored program. Sponsor link for the purposes of these GTC is also to communicate, or a communication in abbreviated form, called Sponsorship addendum, broadcasted on TA3 Television before and / or after the broadcast teasers on a sponsored program on TA3 Television based on the agreement between Buyer and Provider.
- 2.9 **Teleshopping** for the purposes of these GTC is a direct offer broadcasted to the public in order to provide goods or services, including immovable property, rights and obligations, in return for payment or similar consideration, which may take the form of teleshopping spots or teleshopping zone for at least 15 minutes.
- 2.10 **Teleshopping spot** for the purposes of these GTC is a short audio or visual work or communication or other short teleshopping announcement included in teleshopping zone.
- 2.11 **TA3 Television** for the purposes of these GTC is a Television program service of TA3, whose broadcaster is the provider.
- 2.12 **Product placement** for the purposes of these GTC is audio, visual or audio-visual information about the product, service or trademark, put on the agenda of TA3 Television for payment or similar consideration.
- 2.13 **GTC** mean these Terms and Conditions.
3. Terms with a capital letter the importance of which is not defined in paragraph 2 of this Article of GTC and which exist in other provisions of these GTC shall have for the purpose of GTC the meaning defined in the relevant provisions of the Terms and Conditions.

## CHAPTER II. ORIGINATION OF CONTRACTUAL RELATION

1. Contractual relation between the Provider and the Buyer starts from the moment of conclusion of the written Contract between the Provider and the Buyer, its subject matter is complete or partial payment for Advertising Media Space provided by Provider for Buyer and ensuring Media Commercial Communication, and so regardless of the name of such a contract (hereinafter the "**Contract**") . The Contract may be concluded as a Framework Agreement, which for the purposes of these Terms and Conditions means the agreement between the Provider and the Buyer under which the Provider provides the Customer complete or partial Advertising Media Space on TA3 Television within agreed time, quantity and scale (hereinafter "Framework Agreement"), at the same time the providing of specific partial specifying conditions for Advertising Media Space (e.g. the exact date, time, duration, etc..) agreed in the Framework Agreement shall the Buyer and Provider always agree ad hoc in further separate written contract (hereinafter referred to as "**Commercial Treaty**"); in this case, for the purpose of GTC the term "**Contract**" means the **Framework Agreement** simultaneously with **Commercial Treaty**. The Contract, regardless of its name or Commercial Treaty, may also be concluded between the Provider and Buyer by the means of a written Buyer's Order delivered to Provider (hereinafter the "**Order**"), without the prior conclusion of the Framework Agreement; in which case, for purposes of GTC term "Contract" means also the Commercial Treaty. The Order shall contain the particulars specified in paragraph 5 or paragraph 6 of this Article of GTC.
2. Contractual relation in line with paragraph 1 of this Article shall be governed by the provisions of the Contract, GTC, the provisions of the Commercial Code and other relevant generally binding legal regulations, and so shall be done in stated order. The Contract's provisions take precedence over the provisions of these GTC. The provisions of Commercial Treaty take precedence over the provisions of the Framework Agreement.
3. There is no legal claim for conclusion of the Contract between the Provider and the Buyer; it does not apply to Commercial Treaty unless the obligation to their conclusion within the agreed scope of the Framework Agreement is clear.
4. The Contract shall be concluded on the basis of a Buyer's Proposal or an Order, which shall be delivered and received by the Provider; at the same time a Proposal may also be initiated by the Provider. Despite the receipt of the Buyer's Proposal for concluding a Contract or Order by the Provider the Contract will not be concluded, if the Buyer refuses the written draft Contract within a reasonable time after the draft Contract was delivered to him.
5. Under the point 1 of this Article shall each Contract in addition to the statutory requirements contain:
  - a) Commercial name of the Buyer,
  - b) Buyer's Identification No,
  - c) Buyer's Tax Registration No,
  - d) Buyer's registered office address,

- e) Buyer's signature
  - f) the form and way of broadcasting / placement of the Media Commercial Communication (Advertising spot, Teleshopping spot, Sponsorship link, product placement, etc..)
  - g) the name, designation or description of the Buyer's product or service in respect of which Media Commercial Communication is / will be broadcasted / placed on TA3 Television
6. Advertising and media agencies shall in addition to requirements in letters a) to e) state the following particulars of the Buyer for whom they wish to receive Advertising Media Space on TA3 Television:
- a) Commercial name of the client,
  - b) The form and way of broadcasting / placement of Media Commercial Communication,
  - c) the name, designation or description of the Client's product or service in respect of which Media Commercial Communication is / will be broadcasted / placed in Television TA3
7. The Contract is considered to be concluded and comes into force, and alternatively also force upon signature by authorized representatives of the Buyer and the Provider. The Contract can be signed for the Provider and the Buyer only by a legal representative of the Provider and the Buyer who shall be registered at the time of signing in the relevant Commercial Register and shall be registered by the form of proceeding stated in the Commercial Register; this shall not affect the rights of other person (e.g. staff, etc.) to sign particular Contract, unless such action is authorized in writing by the legal representative of the Provider and / or Customer. These Terms and Conditions or reference to these Terms and Conditions are always part of the Contract and / or the Framework Agreement if the Customer was acquainted with their content before signing the Contract and / or the Framework Agreement. It is not excluded that further Annexes in accordance with paragraph 1 of this Article shall be a part of this Contract.
8. The provisions of these Terms and Conditions governing the conditions and form of agreement between the Provider and the Buyer governing the content and terms of the Contract, the rights and obligations under the Contract and / or modification, revocation and termination of the Contract shall also analogously (or adequately) apply to the Framework Agreement and / or Commercial Treaty.

### **CHAPTER III**

#### **SUBJECT MATTER OF CONTRACTUAL RELATION**

1. The Provider undertakes to provide the Customer for payment or other consideration Advertising Media Space on TA3 Television for the purpose of broadcasting / placement of Media Commercial Communication for the Buyer, under the terms agreed in the Contract and its Annexes and conditions arising out of these GTC.
2. The Buyer undertakes to pay consideration for an Advertising Media Space. The amount of the consideration is set out in the Contract in accordance with the provisions of these GTC and Provider's Price List. The Buyer is obliged to pay also the consideration for

an Advertising Media Space on TA3 Television, within which there was no broadcasting / placement of Media Commercial Communication due to reasons on the side of Buyer or the reasons for which the Provider may deny broadcasting / placement of Media Commercial Communication in accordance with the Contract, these GTC, Commercial Code or under other relevant generally binding legal regulations.

#### **CHAPTER IV RIGHTS AND OBLIGATIONS OF CONTRACTUAL RELATION**

1. By conclusion of this Contract the Buyer agrees unconditionally with these GTC, effective at the time of conclusion of the Contract, and agrees that these may be unilaterally modified by the Provider. Modifications of GTC come for the Buyer into force on a calendar day following the announcement, if not another force was stated.
2. The Buyer undertakes to provide the Provider demanded Media Commercial Communication, which he is interested in to broadcast /place on TA3 Television,( i.e. Spot advertising, Sponsorship link, Product for product placement, etc..) ready for transmission in technical quality required by the Provider no later than four (4) working days before the first day of broadcasting.
3. Advertising spot should be for the purpose of broadcasting by the Provider supplied on media unit according with the Contract accompanying with supporting documentation necessary for keeping accounts for copyright protection associations, including:
  - a) name of the Advertising spot,
  - b) subtitle
  - c) campaign,
  - d) designation of product or service,
  - e) the name of a music piece, or list of music pieces, footage of used musical pieces,
  - f) the authors,
  - g) name of the artist or name of the ensemble,
  - h) the length of advertisements,
  - i) the length of the music,
  - j) advertising agency,
    - a) an executive agency;
    - l) client,
    - m) procurement agency
    - n) final multipliers.
4. The media communication devices with Advertising spots, which were delivered to Provider, will be given back to the Customer within one (1) calendar month in case of a request.
5. The Provider undertakes to broadcast the Advertising spots, which were delivered duly and on time, by the means and at the time stipulated in the Contract and/or in the Specification of the placement of the spot.

6. The provisions of paragraphs 3, 4 and 5 of this Article shall also apply to Teleshopping spots, Sponsorship link and / or Product placement.
7. In case of exceptional circumstances is the Provider authorized to broadcast / place Media Commercial Communication by other means and at a time different to the method and time specified in the Contract. The Provider is obliged to make appropriate efforts not to disadvantage the Buyer's broadcasting / placement of Media Commercial Communication within alternative dates. The Buyer in case of a Provider's proceeding under the preceding sentence shall not be entitled to a discount on the price, liquidated damages (if negotiated), damages or any other compensation.
8. The Provider is obliged to inform the Customer about the need of replacement in writing without undue delay after the agreed date for the purpose of broadcasting / placement of Media Commercial Communication.
9. The Customer undertakes to make appropriate efforts that by him provided Advertising spots, Sponsorship link and products for Product placement meet the requirements under this Contract, these GTC and generally binding legal regulations, otherwise the Provider is entitled to withhold the fulfillment.
10. The Provider may without applying any sanctions from the Buyer's side reject to broadcast / place Media Commercial Communication on TA3 Television, if the Buyer's supplied Advertisement spots, Teleshopping spots, Sponsorship link or product for product placement:
  - a) infringe on the legal restrictions
  - b) have a political content; it does not apply to political advertising in accordance with the generally binding legal regulations
  - c) have a religious content,
  - d) hurt sensitivity of the audience
  - e) are not in line with Provider's trading policy
  - f) have obvious errors in technical quality or do not meet the Provider's requirements or technical standards
  - g) if the Customer has not paid the agreed advance payment
  - h) if the Customer has breached the terms and conditions.
11. The Provider is obliged to inform the Buyer and give reasons in writing about rejecting broadcasting / placement of Media Commercial Communication within appropriate time in case of identification of the facts pursuant to paragraph 10 of this Article of GTC and justify the Customer. The Provider is obliged to broadcast / place Media Commercial Communication on TA3 Television, if the Customer notifies defects and removes them in time, but not later than four (4) working days prior to the first day of its broadcasting. Determinative to considering the eligibility of the process in line with paragraph 10 of this Article is the opinion of the Provider.
12. The Buyer by means of conclusion of the Contract confirms that he has obtained all necessary approvals for the use of Media communication for Media Commercial Communication from any third parties involved in its production, that he has paid all the cost (at once) to settle all rights to intangible assets in connection with the use of

Media communication of Media Commercial Communication in such way that the Provider will not even be affected by such a settlement in the future. The Buyer undertakes to deprive the Provider of all claims of any nature that could be laid to the provider by third parties in connection with the broadcasting / placement of Media Commercial Communication. For claims in respect of the provisions of competition law, the right to protection against unfair competition, general personality rights, common-law copyright and laws related to copyright, industrial rights and indication rights the Buyer also undertakes to reimburse Provider all costs which came into being by means of laying the claims from the third sides. This does not affect the Provider's entitlement to claim for compensation.

13. The Buyer is solely responsible for the content and form of Commercial Media Communication. In case that any third party lays any claim, from Media Commercial Communication or in connection with it, its contents and / or its form, to the Provider and he will be required to satisfy the claim, the Buyer undertakes to indemnify Provider by manner and scope under § 725 to 728 of Commercial Code within the deadline set by the Provider.

## **CHAPTER V PRICE AND PAYMENT CONDITIONS**

1. Price is a consideration for providing an Advertising Media Space and broadcasting / placement of Media Commercial Communication on TA3 Television, or for other services provided by the Provider to the Buyer in connection with Advertising Media Space and / or broadcasting / placement of Media Commercial Communication, for example providing of Advertising Media Space by the Provider on his Web site provider **www.ta3.com**, production of Advertising spots and Teleshopping spots, Sponsorship links, a copy of an audio-visual recording from broadcasting on TA3 Television.
2. Price is agreed between the Provider and the Buyer in accordance with the Act. No 18/1996 Z. z. Code on prices as amended in accordance with the Price List of Provider, which may be an integral part of the Contract and the provisions of these GTC.
3. The basis for price is calculating the length of Media Commercial Communication. In case of another length of Media Commercial Communication, as stated in the Price List, the price is to be determined in accordance with the conversion factor of the duration of Media Commercial Communication.
4. Price List price does not include VAT, which will be billed according to applicable regulations.
5. The provider is authorized in specific cases, especially by a new Buyer, require the payment of fees or part thereof in the form of advance payment in advance.
6. The provider is entitled to in accordance with and as described in the Provider's internal decisions provide the Customer a discount on the price fixed in accordance with the Price List. The Buyer does not have legal title to this discount on the price fixed in the Price List; rebate of rates, or granting price discounts only to a certain extent, is the

exclusive right of the Provider and it is determined by an internal decision of Provider in every particular case.

7. The provider is entitled to set a different price to special programs or broadcasting from that indicated in the valid Price List. The price stated in the signed contract is binding.
8. The provider is entitled to charge supplementary charges to the price agreed on a Price List; supplement depends on the broadcasting / placement of Media Commercial Communication on TA3 Television.
9. The invoicing period is one (1) calendar month, unless otherwise agreed. The date of the tax liability in the relevant invoicing period is the last day of provided service set under the Contract. The Provider reserves the right to charge within the calendar month in which the Contract has terminated.
10. Prices are charged within an invoice, which is also a tax document.
11. The Buyer is obliged to observe the due date of invoices, which is listed on the invoice. Crediting the invoiced amount of money to the account of the Provider or manual delivery of the invoiced amount of money in cash to the hands of the Provider is determinative.
12. If the Buyer doesn't observe the due date of invoices, any invoice or part thereof, the Provider is entitled to terminate the Contract and charge contractual interest on due payment of the amount outstanding of 0.05% per each of the delay.
13. The Provider is entitled to set off any advance payments or other similar financial fulfillments provided by the Buyer to pay any claims against the Provider and so to be done also without the express consent of the Customer.
14. The provider is entitled to unilaterally modifications of the structure and prices set in the Price List. The modifications of Provider's Price List are to be effective from the calendar day following their announcement, if not another efficacy is to be stated. The Buyer is entitled in the case of Price List modification to terminate the Contract on the date of effectiveness of the new Price List. The termination is effective after paying all claims against the Provider from the Buyer's side. The price stated in the Contract is binding.
15. In case the Buyer is an Advertising or Media agency, is the Provider entitled to an agencies commission outstanding of 15% of the aggregate price (Media Net) negotiated in individual Contract (or the Framework Agreement).

**CHAPTER VI**  
**TERMINATION OF CONTRACTUAL RELATION**

1. Contractual relationship established by the Contract terminates by implementation of all obligations of the contracting parties properly and on time.
2. Contractual relationship established by the Contract terminates by Buyer's notice of the termination solely on the grounds and in the manners stated in the Contract or these GTC. Notice of the termination is valid if it has been delivered to the Provider in writing, signed by the statutory authority of the Buyer. The termination is effective at the earliest date of delivering to the provider.
3. Contractual relationship established by the Contract expires by withdrawal. Only the Provider is entitled to withdraw from the Contract in whole or in part and on legal grounds or grounds for which the Provider is entitled to reject broadcasting / placement of Media Commercial Communication under these GTC, as well as on the grounds stipulated in the Contract. The withdrawal from the Contract is effective since the date of delivery of a written report on the withdrawal form signed by the statutory authority or by a person authorized in writing to act on behalf of the Provider. The withdrawal is effective on the date of delivery to the Buyer.
4. Contractual relationship established by the Contract expires also by paying executed fines to the Provider from the Buyer's side, if all Buyer's financial commitments from previous contractual relationship between the Buyer and the Provider and due liabilities of the terminating Contract have been repaid. Contractual relationship expires on the date of payment of executed fines in whole amount at the date of payment of executed fines.
5. Crediting the executed fine to the account of the Provider or manual delivery of the executed fine in cash to the hands of the Provider is determinative.
6. The Contracting Parties agree that the executed fines are calculated as follows:
  - a) in case of paying the executed fines fourteen (14) calendar days before broadcasting / placement of first Media Commercial Communication of the particular Contract (or a Framework Agreement or Commercial Contract) the executed fines represent 50% of the present executed fines of the particular Contract
  - b) in case of paying the executed fines seven (7) calendar days before broadcasting / placement of first Media Commercial Communication of the particular Contract (or a Framework Agreement or Commercial Contract) the executed fines represent 75% of the present executed fines of the particular Contract
  - c) in case of paying the executed fines three (3) calendar days or less before broadcasting / placement of first Media Commercial Communication of the particular Contract (or a Framework Agreement or Commercial Contract) the executed fines represent 100% of the present executed fines of the particular Contract.

7. The expiration of the contractual relationship established by the Contract does not affect the rights of the Provider, the nature of which imply they are entitled to carry on also after the termination of the Contract, in particular the claim for damages the promise of compensation claim for liquidated damages, etc..

## **CHAPTER VII LIABILITY FOR DAMAGES**

1. The Contracting Parties are liable for any damage caused as a result of breaching of the obligations contained in the Contract, these GTC and generally binding legal regulations. The Provider shall not be liable for indirect or consequential damages and lost profits of the Buyer.
2. The Provider's entitlement to damages shall not be affected by the application of his right for payment of stipulated damages or payment of liquidated damages. Any stipulated damages under the Contract shall be due on the date specified in the formal notice of authorized person (Provider's or Buyer's) on its repayment.

## **CHAPTER VIII FORCE MAJEURE**

1. The provider is not obliged to perform his contractual obligations if any events of force majeure exempt him from fulfilling his contractual obligations for following causes that could not be anticipated and/ or are beyond his control: extraordinary news event about which the Provider did not know and could not know, natural disaster threatening national security, insurrection, armed conflict, strike, industrial lockout and the like.

## **CHAPTER IX SPECIAL PROVISIONS**

1. The Buyer undertakes to keep the contractual terms agreed in the Contract and the final price confidential and protect mentioned information appropriately. In fact of breaching above mentioned obligation is the Provider entitled to stipulated damages in the amount of 3.500. - EUR for each such violation.
2. The Buyer undertakes that no claim against the Provider under the Contract or claim arisen in connection with Contract shall be unilaterally set-off against the claim of Provider without the prior written consent of the Provider. In case of breaching above mentioned obligation the Provider is entitled to stipulated damages in the amount of 3.500. - EUR for each such violation.
3. The Buyer undertakes that no claim under the Contract or claim arisen in connection with Contract shall be assigned against to a third party without the prior written consent

of the Provider. In case of breaching above mentioned obligation the Provider is entitled to stipulated damages in the amount of 3.500. - EUR for each such violation.

4. Any notice, direction, note or document which has to be delivered pursuant to the Contract or these GTC shall be made in writing and may be delivered personally or sent by recorded delivery or by fax or by e-mail to contracting party, for which it was intended. Any notice, direction, note or other document shall be deemed as delivered:
  - At the time of personal delivery service, or
  - In case of service by recorded delivery at the time of delivery, otherwise at the end of the storage period at the post office, or
  - In case of sending a fax by a fax machine on receipt of the confirmation of sending the full message, which is to be printed by the sender's fax machine, or
  - In case of sending by mail on receipt of the confirmation of sent e-mail is to be included in outgoing mails

## **CHAPTER X FINAL PROVISIONS**

1. The Contract, contractual relationship established by the Contract, as well as the relations which are not expressly regulated by the Contract shall be governed by the provisions of these GTC in addition to the relevant generally binding legal regulations. The Contracting Parties agree that to their mutual contractual relationship will be applied the Commercial Code, as amended.
2. In case of any repugnancy, discrepancy, and / or ambiguity in the meaning among the provisions of the GTC and the provisions of the Price List, the relevant provisions of these GTC will be preferentially applied.
3. Any disputes arising from or relating to the Contract shall be decided by a local court under special rules and regulations.
4. Any amendments to the Contract must be made only in writing and must be signed by the contracting parties.
5. The Slovak text of these GTC is binding.
6. These GTC shall expire on the date of their replacement by later GTC.
7. Provisions of these Terms shall not affect the Provider's right of broadcasting / placement Media Commercial Communication for own promotional purposes within the scope and under the conditions of general binding legal regulations.

8. These GTC and Prices were provided to the Buyer prior to the conclusion of the Contract and are available for inspection of the current version at the Provider's registered office and the Provider's website [www.ta3.com](http://www.ta3.com).
9. **These General commercial terms and conditions shall come into force and effect on 1<sup>st</sup> July 2012.**