

SINGLE COMMERCIAL BROADCASTING CONTRACT

Czech Radio

established by Act No. 484/1991 Coll., on Czech Radio
not subject to registration in the Commercial Register
with its seat at Vinohradská 12, 120 99 Prague 2
acting through. XXX XXXXX – Director of Communications, Marketing and Commerce
Id. No. 45245053, Tax Id. No. CZ45245053
bank details: Raiffeisenbank a.s., account No.: IBAN CZ32 5500 0000 0010 2110 8840
SWIFT RZBCCZPP

(hereinafter “CRo”)

and

ANIMA ADVERTISING, SL

with its registered office at C/Cristobal Bordiu 55, Madrid, Spain, Postal Code 28003
CIF/VAT: ES B85800456
bank details XXXXXXXXXXXXXXXXXXXX, account number: XXXXXXXXXXXXXXXXXXXX
represented by: XXXXX XXXX XXXXXX

(hereinafter the “Partner”)

(hereinafter jointly the “Parties”)

hereby enter into this contract pursuant to Section 1746 (2) of Act No. 89/2012 Coll.,
the Civil Code, as amended (hereinafter the “Contract”)

I. Subject of the Contract

1. This Contract is concerned with the provision of the following performance by CRo:

a) broadcasting and production of advertising spots;

(hereinafter the “**Commercial Communication(s)**”) and payment of the price for the provision of the above performance by the Partner to CRo.

2. CRo is obliged to broadcast the Commercial Communications in accordance with the media plan, which forms an annex to this Contract, and in accordance with the applicable terms and conditions of CRo (hereinafter the “Terms and Conditions”).

3. The wording of the Commercial Communication is as follows: **”Milé prasátko, musíme si promluvit. Pořád se jen válíš jako a peníze se nehýbají. A od zítřka běháš. Rozhýbejte své úspory i vy. Amundi je umí dostat do závodní formy. A sto milionů našich klientů to ví. Investujte už od tří set korun měsíčně. Více na Amundi – KB CZ nebo v nejbližší Komerční bance. Amundi, důvěru je třeba si získat.”**

II. Obligations of the Parties

1. The Partner shall provide for the following:

- a) payment of invoices in the total amount of CZK **EUR 23,678.00** excluding VAT for the provision of the performances set forth in Article I. hereof by CRO, where the amount of the price for the performances by CRO is based on the CRO price list valid as of the date of execution of this Contract;
- b) timely delivery of the resource materials for the broadcasting of the Commercial Communications in accordance with this Contract and the applicable Terms and Conditions. The Partner is obliged to deliver the resource materials for the broadcasting of the Commercial Communications not later than 10 business days before the required date of launch of the campaign, i.e. the first broadcasting of the relevant Commercial Communication. As for the broadcasting of sponsor messages, the Partner is obliged to deliver the resource materials not later than 10 business days before the required date of launch of the campaign and as for the broadcasting of an advertising spot, the Partner is obliged to do so by the deadline stipulated in the Terms and Conditions;
- c) if the obligations of CRO hereunder include the production of a Commercial Communication, CRO agrees to produce it on the basis of the resource materials provided by the Partner, where the Partner is obliged to provide such resource materials not later than 10 business days before the first broadcasting of the Commercial Communication concerned. If the Partner provides to CRO the resource materials for the production of a Commercial Communication, the Partner represents that he has settled all copyrights. If the above representation proves to be untrue, the Partner is obliged to compensate CRO for the damage incurred to the full extent.

2. CRO is obliged:

- a) to broadcast the Partner's Commercial Communication in the wording previously approved by CRO in accordance with the applicable legal regulations and requirements set forth in the Terms and Conditions;
- b) to broadcast the Commercial Communication on the CRO radio stations and according to the media plan.

III. Contact Persons of the Parties

- 1. The Parties are obliged to communicate with each other in relation to the performance of this Contract through the persons specified below or through other persons specified to the other Party in writing during the performance of the Contract.
 - a) The contact person for CRO in matters related to this Contract is as follows: XXXX XXXXXXXX, e-mail: XXXXXXXXXXXXXXXXXXXX, tel.: XXXXXXXXXXXXXXXXXXXX;
 - b) The contact person for the Partner in matters related to this Contract is as follows: XXXXXXXXXXX XXXXXXXX, e-mail: XXXXXXXXXXXXXXXXXXXX, telephone: XXXXXXXXXXXX;

IV. Payment Terms

- 1. The Partner shall pay the price specified in Art. II (1)(a) above for the performances provided hereunder by CRO in two instalments on the basis of invoices issued by CRO as follows:
 - a) an invoice in the amount of EUR 11,839.00 shall be issued after the execution of this Contract by both Parties and shall be paid by XXXXXXXX;
 - b) an invoice in the amount of EUR 11,839.00 shall be issued after the performance has been provided hereunder and shall be paid within XXXXXXXX of its issue. The media plan for broadcasting of the Commercial Communications shall be attached to the invoice.

2. In conformity with Section 9 (1) of Act No. 235/2004 Coll., on value added tax, as amended, the place of performance is the Partner's registered office. The Partner is obliged to declare and pay VAT in Spain.
3. Payment means crediting of the funds to the account of CRo. The contractual penalty for each day of delay equals 0.05% of the outstanding amount.

V. Publication of the Contract

1. The Parties are fully aware of the statutory duty under Act No. 340/2015 Coll., on special conditions for the effect of certain contracts, publication of such contracts and the Contracts Register (hereinafter the "Contracts Register Act"), to publish this Contract with the value of performance exceeding CZK 50,000.00 excluding VAT, including any and all agreements supplementing, amending, replacing or terminating this Contract, in the Contracts Register. The publication of the Contract under this paragraph means uploading the electronic image of the text of the Contract, including any and all related agreements, in an open and machine-readable format together with metadata under Section 5 (5) of the Contracts Register Act into the Contracts Register.
2. The Parties have agreed that if this Contract meets the conditions for publication under the Contracts Register Act, Czech Radio shall send this Contract (its unabridged wording including any annexes with information rendered illegible in accordance with the Contracts Register Act) to the Contracts Register administrator for publication through the Contracts Register. The other Party is obliged to check whether this Contract, including any annexes and metadata, has been duly published in the Contracts Register. If the other Party ascertains any inaccuracies or shortcomings, it is obliged to advise the Party that published the Contract in the Contracts Register of this fact without delay in writing. The Parties agree to observe the procedure set forth in this paragraph also if any other agreements are entered into that may supplement, amend, replace or terminate this Contract. This Article constitutes a separate agreement between the Parties, which is severable from the other provisions hereof.

VI. Final Provisions

1. This Contract is entered into for a fixed term until 31st March 2019 and comes into force and effect as of the date of its execution by both Parties. If this Contract meets the conditions for publication under the Contracts Register Act, it shall come into effect only on the date of its publication in the Contracts Register pursuant to Article V. hereof. This Contract may be amended after mutual agreement only by means of written consecutively numbered amendments. If performance has been provided between the Parties to this Contract which, in its contents, corresponds to the performance hereunder, it shall be settled as performance hereunder.
2. This Contract has been drawn up in four original counterparts, two for each Party.
3. The Parties agree that any dispute arising between the Parties shall be heard by the common court having local jurisdiction over the seat of CRo, in accordance with Section 89a of Act No. 99/1963 Coll., the Code of Civil Procedure.
4. The Parties state that in case of a completely extraordinary and unforeseeable circumstance that significantly hinders the performance hereunder, neither of the Parties may apply that the court decide, according to its own discretion, on a fair adjustment of the price for the performance hereunder or on termination of the Contract and on the manner of settlement between the Parties. The Parties hereby assume the risk of a change in circumstances in the sense of Section 1765 *et seq.* of the Civil Code.

5. The Parties hereby expressly declare that this Contract becomes binding only upon its execution by both Parties and both Parties may engage in negotiations on concluding the Contract without being liable for conclusion or non-conclusion of the Contract. The Partner hereby acknowledges that due to the distinctive structural organisation of CRo, the Parties exclude the rules pursuant to Sections 1728 and 1729 of the Civil Code on pre-contractual liability and the Partner shall not be entitled to claim damages from CRo within the meaning of Section 2910 of the Civil Code in the event that the Contract is not concluded.
6. In the event that the Parties send a draft version of this Contract repeatedly back and forth when negotiating its terms and conditions, it shall hold that even a response or an adjustment of the draft with an amendment or departure, which does not substantially change the terms and conditions of the offer, constitutes a new offer.
7. Matters not provided for herein shall be governed by the Terms and Conditions and the price lists available to the public on the website of CRo at www.rozhlas.cz. By executing this Contract, the Partner expressly agrees with and undertakes to abide by the Terms and Conditions.
8. If CRo produces a Commercial Communication, CRo represents that it is the producer of the audio recording and has the right to use that recording. The Partner may not provide a Commercial Communication to any third party without the consent of CRo. Czech Radio has obtained from the performing artists who have created the contents as their authors a licence for the use of their works, with the right to provide a sub-licence to third parties.
9. If the Partner provides a Commercial Communication to CRo, the Partner represents that he has obtained a licence from the authors, performing artists who have created the contents for the provided Commercial Communication, for the use of their works, with the right to provide a sub-licence to third parties. If the above statement proves to be untrue, the Partner is obliged to compensate CRo for the resulting damage to the full extent. The Partner hereby provides to CRo a sub-licence for the use of such works in the form of broadcasting and streaming to an unlimited extent. The Partner agrees that the wording of the Commercial Communication will be in compliance with the applicable legal regulations of the Czech Republic. The final text and sound are subject to approval by CRo.
10. The Partner hereby authorises Czech Radio to include a Commercial Communication broadcast by Czech Radio in accordance with this Contract in the online All-Day Archive of broadcasting of the Czech Radio stations at the www.rozhlas.cz domain. Czech Radio may make the Commercial Communications available to the public for streaming at the www.rozhlas.cz domain as part of the All-Day Archive of the Czech Radio stations within the CRo Audio Archive for the period of 31 days from their broadcasting. The authorisation provided hereby includes the authorisation to use copyrighted works (with the exception of musical works with and without text, which are collectively administered by OSA – Ochranný svaz autorský pro práva k dílům hudebním z.s. (Association for the Protection of Authors of Audio Works), art performances and personal attributes protected under Section 81 *et seq.* of Act No. 89/2012 Coll., the Civil Code, contained in the relevant Commercial Communication. The Partner may revoke in writing the consent provided in this Contract to the inclusion of a Commercial Communication in the online All-Day Archive of the broadcasting of the CRo stations. After the revocation of the consent is delivered, CRo is obliged to remove the relevant Commercial Communication from the above archive within a reasonable period of time.
11. Both Parties declare that they have carefully read the Contract, that they are familiar with its contents and as a manifestation of their free and serious will, the authorised representatives of the Parties affix their respective signatures.

12. Taking account of the provisions contained in the Civil Code, the Partner hereby expressly represents that the Terms and Conditions contain *inter alia* the rules for the technical parameters of the Commercial Communications, provide for copyrights and other non-proprietary rights relating to the Commercial Communications, conditions applicable to amendments to the Terms and Conditions, penalties (in particular provisions on contractual penalties), grounds for termination, withdrawal from the Contract, where the Partner has become sufficiently acquainted with all the rules contained in the Terms and Conditions and will abide by them.

In Prague, on 27th February 2019

In **Madrid**, on **26/2/2019**

for CRo

for the Partner