

**THE ORDER FORM FOR IMPLEMENTATION OF THE ADVERTISING CAMPAIGN
FOR Go To Brno**

| Ordering Party | |
|----------------------------------|--|
| Company name: | TIC BRNO, príspevkova organizace |
| Address: | Radnicka 365/2, 602 00 Brno, Czech Republic |
| NIP (tax identification number): | VAT UE: CZ00101460 |
| Phone No.: | XXXXXXXXXXXXXXXXXX |
| Name and surname: | XXXXXXXXXXXXXXXXXXXXXX |
| e-mail address: | XXXXXXXXXXXXXXXXXXXXXX |
| PROJECT/CAMPAIGN NAME | Broadcast of the spot in public transport for Go To Brno |

| Contractor: | |
|----------------------|---|
| Company Name: | Blue Eyes Media Sp. z o. o. |
| Adress: | Półczyńska 10 Street, Postcode 01-378, Warsaw, Poland |
| NIP: | XXXXXXXXXX |
| REGON: | XXXXXXXXXX |
| Name of bank: | PKO BANK POLSKI S.A. |
| Bank address | UL. PULAWSKA 15 , Warszawa, POLAND |
| Supplier account no. | XXXXXXXXXXXXXXXXXXXX |
| Swift code of bank: | XXXXXXX |
| Bank Branch Code: | XXXXXXXXXX |

**PUBLIC TRANSPORT TV**

GO TO BRNO ↘

| No. | CITY | LOCATION | PROMOTIONAL MEDIA | ESTIMATED NUMBER OF ADVERTISING CONTACTS | SIZE | NUMBER OF SCREENS | NUMBER OF VEHICLES | SPOT LENGHT | EMISSION | Time | FINAL PRICE |
|-----|----------|----------|-------------------|--|------|-------------------|--------------------|-------------|--------------|---------|-------------|
| 1 | Krakow | bus | lcd screens | 2550000 | 19" | 75 | 50 | 10 sec. | every 6 min. | 28 days | 7 500 € |
| 2 | Katowice | bus | lcd screens | 2400000 | 22" | 50 | 50 | 10 sec. | every 6 min. | 28 days | |
| 3 | Wroclaw | bus | lcd screens | 2500000 | 19" | 50 | 50 | 10 sec. | every 6 min. | 28 days | |

| Periods of the camp ign implementation | |
|--|---------------|
| Start of the campaign | November.2024 |
| Time of the campaign | 28 days |

| Value of the campaign | |
|-----------------------|---------------|
| Net value | 7 500,00 EURO |
| 23% VAT amount | NP |
| Gross value | 7 500,00 EURO |

| Payment schedule |
|------------------|
|------------------|

| | |
|-------------------------|---|
| Date of prepayment | Till 29 th of October 2024 |
| Invoice (value) | 7 500,00 EURO |
| Date of payment Invoice | 30 days |
| Date of invoice | Date the prepayment is on bank account of Blue Eyes Media |

I. Subject of the agreement

1. The current form is the Order for the implementation of the advertising campaign made by Blue Eyes Media Sp. z o.o.
2. The form specifies in particular the duration of the advertising campaign ordered by the Ordering Party, the amount of advertising spot emission during the campaign, the location of advertising media which the advertising campaign is conducted on, the length of the advertising spot and the amount to be paid to Blue Eyes Media Sp. z o.o. by the Ordering Party for the advertising campaign.
3. Blue Eyes Media Sp. z o.o. undertakes to implement the advertising campaign being the subject of this Order with due diligence and to constantly monitor the quality of its implementation. The parties may attach to this form a list of facilities in which the advertising campaign will be carried out, which is the subject of this Order. In this case, the attachment shall be an integral part of this form.

II. Conditions for the implementation of the advertising campaign

1. Blue Eyes Media Sp. z o.o. declares that it has a legal title to dispose of advertising media in order to implement the advertising campaign of the Ordering Party throughout the duration of the advertising campaign.
2. The advertising campaign shall be carried out on the basis of a ready advertising spot delivered by the Ordering Party by e-mail to the e-mail address office@be-media.com.pl or other e-mail address indicated by Blue Eyes Media Sp. z o.o., or on the basis of a spot the production of which will be commissioned by the Ordering Party to Blue Eyes Media Sp. z o.o. based on materials provided by the Ordering Party.
3. If the Ordering Party provides a ready-made advertising spot to Blue Eyes Media Sp. z o.o. this should be delivered no later than 5 working days before the planned starting date of the advertising campaign.
4. The Ordering Party declares that the ordered advertising campaign is in accordance with the law and that the Ordering Party holds all rights to intangible assets (copyrights and related rights, industrial property rights, trademark law or other rights required to carry out an advertising campaign) in order to use the materials used in the advertising spot, in particular graphic signs, photos, advertising slogans, information, fragments of works and songs, images, trademarks and all other elements constituting the subject of legal protection. Therefore, Blue Eyes Media Sp. z o.o. cannot be held liable for the content of the advertising spots issued on advertising media, in particular cannot be held liable for copyright infringement of third parties.
5. The Ordering Party undertakes that in the event of claims against Blue Eyes Media Sp. z o.o. by third parties for the violation of their rights by using materials provided by the Ordering Party, the Ordering Party shall side with Blue Eyes Media Sp. z o.o. and become an intervening party in this case or if possible, will access to this case in Blue Eyes Media Sp. z o.o. stead. The Ordering Party for the first demand shall reimburse all expenses to Blue Eyes Media Sp. z o.o. that Blue Eyes Media Sp. z o.o. incurred in connection with the above claims, including in particular costs of legal consultancy, costs of court proceedings, costs of legal representation and amounts resulting from court judgments or agreed by way of settlement of compensation.

III. Blue Eyes Media Sp. z o.o. reserves the right:

1. To postpone the start of the advertising spot emission of the Ordering party in case the Ordering Party provides a spot later than 5 working days before the planned starting date of the advertising spot emission.
2. To refuse to emit the advertising spot or stop to emit the advertising spot which is incompatible with the Polish law, ethical standards or morality, or may violate the personal rights of third parties or the rights of Blue Eyes Media Sp. z o.o., in particular on the basis of a request by the Advertising Council, Committee of Advertising Ethics or other body or institution authorized in this respect, as well as when the advertising spot is of the poor technical quality which makes it impossible to emit.

3. To propose to the Ordering Party an alternative date of the advertising spot emission when Blue Eyes Media Sp. z o.o. may not emit the advertising spot at the time agreed by the parties or to propose an alternative advertising media carrier in case of unexpected circumstances occurring while signing the Ordering Form. If the term of the advertising spot emission or the advertising medium proposed by Blue Eyes Media Sp. z o.o. will not be accepted by the Ordering Party, remuneration paid to Blue Eyes Media Sp. z o.o. shall be reduced in proportion for the period in which Blue Eyes Media Sp. z o.o. is not able to emit the advertising spot, without the right to claim damages by the Ordering Party.
4. Blue Eyes Media Sp. z o.o. guarantees at least 90% level of efficiency of screens covered by the advertising campaign. The total time of advertising emission shall be carried out according to the Order by distribution of any not emitted advertising spots on other advertising media ordered.

IV. Rights and liabilities of the Ordering Party

1. The Ordering Party is entitled to ongoing control of the advertising spot emission on the advertising media in a way that does not interfere with the work of the media carriers.
2. The Ordering Party is obliged:
 - a. To deliver to Blue Eyes Media Sp. z o.o. the advertising spot or the materials for the production of the advertising spot by Blue Eyes Media Sp. z o.o. no later than 5 working days before the planned starting date of the advertising campaign.
 - b. To act jointly with Blue Eyes Media Sp. z o.o. at the production of the advertising spot by sending the advertising materials on time and in adequate quality as well as accepting the advertising spot before the starting date of the advertising campaign.
 - c. To the payment of remuneration to Blue Eyes Media Sp. z o.o. for the implementation of the advertising campaign.

V. Settlements

1. Blue Eyes Media Sp. z o.o. shall issue a VAT invoice to the Ordering Party on the first day of the campaign.
2. Payments for the implementation of the advertising campaign should be made to Blue Eyes Media Sp. z o.o. on a date agreed by the Parties to a bank account indicated on the VAT invoice.
3. The Ordering Party authorises Blue Eyes Media Sp. z o.o. to issue a VAT invoice without the signature of the Ordering Party.
4. If the payment is not made by the above-mentioned deadlines, Blue Eyes Media Sp. z o.o. holds the right to charge statutory interest due to late payment and reserves the right, regardless of the rights arising from the provisions of law, to suspend the advertising spots emission of the Ordering Party and to withdraw from the Order without setting an additional deadline for payment to the Ordering Party, which is hereby accepted by the Ordering Party.
5. In case of withdrawal from the order by Blue Eyes Media Sp. z o.o. on the basis of point 4 above, Blue Eyes Media Sp. z o.o. shall be entitled to demand payment of a contractual penalty by the Ordering Party for withdrawing from the order due to the fault of the Ordering Party, in the amount equal to the remuneration resulting from this order form.
6. In the event the Ordering Party resigns from the implementation of an advertising campaign, and in particular in the event if the Ordering Party does not deliver an advertising spot or materials necessary to prepare an advertising spot by Blue Eyes Media Sp. z o.o., Blue Eyes Media Sp. z o.o. shall be entitled to demand payment of a contractual penalty by the Ordering Party for the resignation from the implementation of the advertising campaign, in the amount equal to the remuneration resulting from this order form.
7. Contractual penalties referred to point 5 and point 6 above shall be paid within 7 days from the date of sending a VAT invoice, request for payment or other document stipulated by law by Blue Eyes Media Sp. z o.o. to the Ordering Party.

VI. Confidentiality

The parties to this agreement undertake to preserve the confidentiality of all information obtained in connection with the conclusion and execution of the Order. No Party may divulge information identified as confidential to third parties without prior authorisation in writing from the second Party. In particular, each Party shall take appropriate steps ensuring that only those directly involved in the activities in favour of the Parties are entitled to access the information, especially in the scope necessary to implement the advertising campaign.

VII. Protection of personal data

1. The parties confirm that in order to conclude and implement this contract, they mutually process the personal data of their employees and associates, including: name and surname, e-mail address, telephone number and indicate that in relation to the data of their employees and associates they are Administrators, while in relation to the data of employees, associates of the other party they are processors.
2. The scope of processing includes collecting, recording, storing, using, disclosing by sending, disseminating or otherwise providing, deleting or destroying.
3. According to the provisions of Art. 28 of the General Data Protection Regulation of May 26, 2016 (GDPR), the parties undertake to process data in a manner that ensures compliance with the requirements set out in the GDPR, maintaining technical and organizational measures, so that data processing takes place in a way that ensures the protection of data subjects taking into account the nature, scope, context and purpose of the processing.
4. The Parties undertake to provide the Administrator with assistance in fulfilling the obligations specified in art. 32-36 of the Regulation on data security, reporting breaches to the supervisory body, and in certain cases notifying the data subject, as well as providing the Administrator with all information necessary to demonstrate compliance with the obligations set out in the GDPR.

VIII. Final Provisions

1. In matters not covered by this order form, the provisions of the Civil Code and other applicable law, including the Copyright and Related Rights Act, shall apply.
2. The parties will endeavour to solve any disputes arising from the implementation of the advertising campaign amicably.
3. In the event of failure to reach an amicable settlement of the dispute, the competent court will be the court having jurisdiction for the seat of Blue Eyes Media Sp. z o.o.
4. The Ordering Party declares that it is suitably authorized to place this order.
5. The provisions of this agreement are confidential and may not be disclosed to third parties.
6. This order is drawn up in duplicate, one for each party.
7. In case of any discrepancies between the Polish and English version, the Polish version shall prevail.

30. 10. 2024

30. 10. 2024

XXXXXXXXXXXXXX

XXXXXXXXXXXXXX

.....
Signature and stamp of Ordering Party.....
Signature and stamp of Blue Eyes Media Sp. z o.o.