

EXPRES MEDIA s.r.o.

Registered office: Lamačská cesta 3, 841 04 Bratislava, ID: 35 792
094Incorporated in the Bratislava I District Court Commercial Register,
Section Sro, Insert No. 22089/B

General Terms and Conditions of the Contract to sell advertising space on Rádio Expres's website Effective from 1 January 2009

It is stated herein that EXPRES MEDIA s.r.o. is a wholly-owned subsidiary of D.Expres, a.s., ID: 35 709 651, which is the operator of Rádio Expres (hereinafter referred to as "Rádio Expres") and concurrently its media representative. EXPRES MEDIA s.r.o. is the sole and exclusive provider of services in the sale of advertising banners on the www.expres.sk website and its subpages (hereinafter referred to as "commercial elements"). These General Commercial Terms and Conditions of the Contract constitute, together with the current advertising rates which pertain to services provided by Rádio Expres, an integral part of each and every commercial contract to sell advertising formats on Rádio Expres's Internet portal.

1. Ordering Services

1.1. EXPRES MEDIA s.r.o. is solely entitled to enter into a commercial contract with natural or legal persons, direct customers or commissioned advertising agencies and, where appropriate, media agencies (hereinafter referred to as "Customers"). A written order shall be delivered to the address of the registered office of EXPRES MEDIA s.r.o. via post, courier, fax or e-mail. This manner of delivery shall be applied in all cases unless otherwise agreed or unless anything else results from the nature of matters.

The order shall include the following:

- a) The Customer's exact name;
- b) The Customer's registered office (in the case of a legal person) or name, surname and permanent address (in the case of a natural person);
- c) The company registration number, tax registration certificate and VAT registration number of the Customer or the specific client;
- d) Bank details and current extract from the Commercial Register or Trade License Register or other document registering a legal or natural person, which is no older than 3 months;
- e) Campaign name;
- f) The exact name of the specific client requesting the placement of the advertising campaign;
- g) Advertising format specifications, placement and pixel dimension;
- h) Display dates and extent of advertising (i.e. agreed period or number of visual displays) for each commercial element in particular;
- i) Amount of agency commission (only applies to advertising and media agencies);
- j) Price calculation;
- k) Date the order was issued, signature and seal of the Customer or a responsible representative authorized to act on their behalf,
where Expres Media, s.r.o. has the right to demand a written power of attorney with an officially certified signature.

1.2. EXPRES MEDIA s.r.o. is entitled to require sole written authorization from the advertising and/or media agency for the purchase of commercial elements on Rádio Expres's website, issued by a specific client of that agency for that purpose.

1.3. In the case where an order fails to include any or all of the aforesaid conditions, EXPRES MEDIA s.r.o. has the right not to receive or accept the order, notifying the Customer thereof without undue delay.

1.4. EXPRES MEDIA s.r.o. is entitled neither to accept an order nor to conclude a contract with a Customer, and it may immediately withdraw from any order which has already been accepted and any contract which has already been concluded, in the case of the following:

a) Where the Customer is in bankruptcy or a petition of bankruptcy or liquidation has been filed against them;

Where, in the judgment of EXPRES MEDIA s.r.o., display of the commercial element could lead to a contravention of the laws in the Slovak Republic, possible recourse from third parties and/or a breach of the legitimate interests of EXPRES MEDIA s.r.o. and/or Rádio Expres in relation to third parties;c)

Where the sponsor has failed to settle invoices from previous periods in a due and timely manner;

d) Regarding the origin, content or form of a commercial element, due to programming reasons or in the case of a decision by the Arbitration Commission of the Advertising Standards Council concerning a breach of the Code of Advertising Practice in force within the Slovak Republic.

1.5. EXPRES MEDIA s.r.o. reserves the right to refuse an order delivered less than 5 working days before the first scheduled display of the commercial element.

1.6. If an order is proven to have been accepted by EXPRES MEDIA s.r.o. and the Customer subsequently withdraws the order less than 28 working days before the scheduled display of the commercial element therein, EXPRES MEDIA s.r.o. shall have the right to demand the Customer pay a cash penalty, being a contractual penalty in the amount of up to 100% of the volume of the entire order. Such a penalty is payable within 3 days of the date when EXPRES MEDIA s.r.o. requested its payment from the Customer.

1.7. The Customer, by submitting the order, certifies that they have negotiated and settled the release of any and all copyrights protected inside or, when applicable, outside the territory of the Slovak Republic in respect of the commercial element.

1.8. The Customer, by placing the order, gives its consent to EXPRES MEDIA, s.r.o. to disseminate the advertised work through the Internet and certifies that they hold any and all rights from the producer, creator and, where applicable, other persons required for the display of such data in the supplied form and concurrently that they have not infringed the rights of any other authorized person or entity.

1.9. The Customer bears full responsibility for the quality and contents of the page(s) they supply and, where applicable, the display of the agreed commercial element and they shall undertake to pay in full any potential damages caused by the contents of such page(s).

2. Contract

2.1. The order is binding on EXPRES MEDIA, s.r.o. only after it has been confirmed by EXPRES MEDIA s.r.o. for the Customer.

2.2. Pursuant to an order duly delivered and in the case where EXPRES MEDIA s.r.o. decides to accept it, EXPRES MEDIA s.r.o. shall send to the Customer, at an address they designate therefore, a draft commercial contract. A commercial contract, signed by the Customer, shall be delivered to the registered office of EXPRES MEDIA s.r.o. no later than 5 working days before the first scheduled display of the ordered campaign. Any contracts which have not been signed by persons authorized to do so and/or which have not been delivered before the aforesaid 5-day period shall not be legally binding upon EXPRES MEDIA s.r.o. and shall henceforward be disregarded.

2.3. If the Customer withdraws from a signed contract, they shall be obliged to notify EXPRES MEDIA s.r.o. in writing thereof no later than 2 calendar weeks before the commercial element is displayed. If such is done later, the Customer shall be obliged to pay to EXPRES MEDIA s.r.o. a penalty fee based on the following terms and conditions:

a) In the case of withdrawal less than 2 calendar weeks before the first confirmed display date, a penalty fee amounting to 50% of the price from the volume of the entire contract shall be paid. The penalty fee is payable within 3 days of the date when EXPRES MEDIA s.r.o. requested its payment from the Customer.

b) In the case of withdrawal less than 5 working days before the first confirmed display date, a penalty fee amounting to 100% of the price from the volume of the entire contract shall be paid. The penalty fee is payable within 3 days of the date when EXPRES MEDIA s.r.o. requested its payment from the Customer.

3. Advertising Campaign Support Documents

3.1. The Customer shall forward complete support documents (any and all graphic and non-graphic elements) to EXPRES MEDIA, s.r.o., at their own expense and risk, no later than 5 days before the beginning of the advertising campaign.

3.2. An advertising campaign's support documents shall include the following:

- a) The Customer's name and the name of the client if it is not the Customer;
- b) The address where the commercial element should be directed after it has been clicked;
- c) Text which is disclosed under the cursor when the cursor approaches the commercial element;
- d) If the advertising campaign includes several advertising formats, individual files must be indicated with the commercial elements' correct names which are consistent with the names of the commercial elements shown in the order.

4. Technical requirements

4.1. Graphic advertising formats which are displayed on the www.expres.sk portal shall fulfill the following conditions:

- a) .jpg, .gif and FLASH format files (other formats by agreement);
- b) Banner size according to the requested advertisement positioning (leader board 800x100px, square banner 250x250px, skyscraper 120x600px, square 300x300px, rectangle 550x130px);
- c) Click-through URL (<http://> address where the user is directed when clicking on the banner);
- d) Alt text;
- e) Any banner advertisement either overlapping the webpage's contents or containing an audio track must have a visible cutoff or turn off sound option on each page;
- f) In the case of flash formats, there must be a pre-click based on the following action script -
on(release) {
getURL(_root.clickTAG, _root.target);
}

4.2. The maximum size of the standard advertising formats is not allowed to exceed 40kB.

4.3. All non-standard formats and their maximum size are subject to approval by EXPRES MEDIA, s.r.o.

4.4. EXPRES MEDIA, s.r.o. reserves the right to cap any non-standard formats (i.e. to limit how they are displayed to the user).

5. Advertisement display

5.1. EXPRES MEDIA, s.r.o. reserves the right to refuse to display an advertising campaign if the supplied advertising formats:

- a) in their technical parameters, content or quality fail to confirm with the requirements of EXPRES MEDIA, s.r.o. and the Customer fails to remove such faults no later than 5 working days before the commercial element is first displayed;
- b) are in contravention of the current laws of the Slovak Republic;
- c) are not in accordance with public morals or threaten public order;
- d) interfere with the rights and privileges of protected third party interests;
- e) do not conform with the interests of EXPRES MEDIA, s.r.o.

5.2. EXPRES MEDIA, s.r.o. also reserves the right to refuse to display an advertisement or to shift the dates for displaying the advertising campaign when the www.expres.sk portal's advertising space is at capacity.

5.3. In the event the situation described in paragraph 5.2. occurs, EXPRESS MEDIA, s.r.o. shall notify the Customer thereabout without undue delay.

5.4. EXPRES MEDIA, s.r.o. guarantees the Customer only charges the price actually displayed in the advertising campaign and such action is not regarded as being a breach of a contract on the side of EXPRES MEDIA, s.r.o.

5.5. The Customer shall request any and all changes in the advertising campaign (i.e. both a change in creativity or cancellation of the campaign, etc.) at least 5 days before the date of the changes, failing this EXPRESS MEDIA, s.r.o. is not responsible for the timely display of such changes and any changes will be carried out at the nearest possible date.

5.6. EXPRES MEDIA s.r.o. is entitled to withdraw from a contract or either to cease or interrupt the display of an advertising campaign if the Customer either breaches any obligation binding upon them in a contract or breaches any obligation which results from these General Terms and Conditions.

6. Statistics

6.1. Statistics, which are accessible to the Customer at no charge, are generated in respect of each advertising campaign.

These statistics are generated daily starting 24 hours after the advertising campaign is launched until the campaign's completion.

These statistics include the number of displays (impressions) of advertising formats and the number of clicks to the advertising format.

6.2. The Contracting Parties hereby certify that the above statistics are binding upon them and a final record.

7. Price Conditions

7.1. The current advertising rates constitute an integral part of these General Terms and Conditions. VAT, in the words of relevant laws in the Slovak Republic, shall be added to the prices shown in the current advertising rates. Any changes in advertising rates shall be published by EXPRES MEDIA s.r.o. no later than 8 weeks before they become effective.

7.2. In the case of any non-standard commercial products or product packages, the price shall be determined pursuant to a written agreement in the purpose of an amendment to a contract.

7.3. Advertising and media agencies are entitled to a commission of 15% from total fees (book prices), after all other discounts have been deducted, provided the Customer includes advertising and promotional activities in their line of business and has purchased advertising space for a third party.

8. Surcharges

8.1. EXPRES MEDIA s.r.o. adds a 30% surcharge to the price in its current advertising rates for requested product exclusivity. EXPRES MEDIA s.r.o. has the right to refuse product exclusivity or to adjust the terms and conditions for its provision.

8.2. In the case of co-branding (i.e. promoting an additional customer and/or specific client/brand, a surcharge of 25% from the price for advertisements in the current advertising rates will be applied.

8.3. Where several surcharges are applied together, these surcharges shall be cumulatively added.

9. Discounts

9.1. EXPRES MEDIA s.r.o. may provide volume discounts for orders in accordance with current advertising rates. The basis for acknowledging volume discounts is the contracted price to display an advertisement for one client via one agency.

10. Invoicing

10.1. EXPRES MEDIA s.r.o., by virtue of a contract, issues every month a final invoice, from which any advance payment is deducted, no later than the 15th day after the end of the advertising campaign or before the 15th day of the subsequent month. Invoices are payable within 14 days from issue of the invoice, unless otherwise agreed in a commercial contract pursuant to an agreement with the Customer. Any contractual penalty is payable within 3 days of the date when EXPRES MEDIA s.r.o. requested its payment from the Customer.

10.2. EXPRES MEDIA s.r.o. has the right to request an advance payment (based on a decision from EXPRES MEDIA s.r.o. up to 100% of the total amount in the contract). The Customer shall be obliged to pay any pro forma invoice before the date the advance payment is due, though no later than 3 working days before the advertising campaign is displayed. The invoice is considered to be paid when the account of EXPRES MEDIA s.r.o. has been credited. In the case where an invoice was not paid before the due date, EXPRES MEDIA s.r.o. has the right to withdraw from any contract already concluded and demand the payment of a contractual penalty amounting to 100% of the total amount in the contract.

10.3. Any bank fees resulting from the transfer of payments from outside the Slovak Republic shall be borne by the Customer. Only amounts which have been credited to the account of EXPRES MEDIA s.r.o. may be considered to have been paid.

10.4. Any sponsor which has no registered office, permanent address, business unit, permanent establishment or business operated by a non-resident legal person within the territory of the Slovak Republic shall explicitly state this fact in the order. In the event of any change in the sponsor's legal position within the territory of the Slovak Republic as opposed to the position confirmed in their representation, they shall undertake to notify EXPRES MEDIA s.r.o. immediately thereof. This representation is provided especially for the purpose of avoidance of doubt regarding the exclusion of indirect taxation on the services EXPRES MEDIA s.r.o. provides to clients outside the Slovak Republic by means of value added tax. In the case of any failure to fulfill this obligation, the Customer shall bear responsibility for any and all damages incurred in the causal relationship.

10.5. For every day in delay of paying an invoice, EXPRES MEDIA s.r.o. has the right to invoice to the sponsor late payment interest for each working day in delay, amounting to 0.01% of the outstanding amount.

10.6. EXPRES MEDIA s.r.o. reserves the right not to commence and, where appropriate, to interrupt or fully cease the contractually confirmed advertising campaign in the case where the Customer fails to comply with the General Terms and Conditions, terms and conditions of the contract and, in particular, any deadlines for payment. Damages incurred by such a failure to fulfill the contract shall be borne in full by the Customer.

11. Complaints

11.1. In the event of an error made solely by EXPRES MEDIA, s.r.o. the Customer is entitled to demand compensation to the extent agreed by both contracting parties. If compensation cannot be provided, The Customer shall have the right to a reasonable price discount.

11.2. An error made solely by EXPRES MEDIA, s.r.o. is understood to mean either failure to display an advertising campaign in accordance with the order or a malfunction in services on the part of EXPRES MEDIA, s.r.o. during the Customer's advertising campaign which lasts longer than 6 hours in a day.

11.3. Any compensation in the form of a price discount will be made by means of a credit note.

The period for making a complaint is 7 days from the date when the Customer discovers or could have discovered the error.

12. Displayed material

12.1. In the case where a Customer provides Rádio Expres with any documents for broadcast, they shall undertake to have their content, format, and manner comply with the current laws of the Slovak Republic and the Code of Advertising Practice of the Advertising Standards Council. The Customer shall concurrently undertake to ensure and take heed that the broadcast of any of the commercial elements they have ordered and supplied do not interfere with the rights and legitimate interests of third parties. In any case where the Customer breaches this obligation, they shall compensate EXPRES MEDIA s.r.o. for any damages they have incurred. Any claim for indemnification shall at all times include an obligation by the Customer to compensate the amount which EXPRES MEDIA s.r.o. or Rádio Expres has paid or should pay, by virtue of a final decision from the Council of Broadcasting and Retransmission to impose a fine or from a final decision by the Court that was issued as a consequence of the Customer or specific client breaching those obligations. Any claim for indemnification which has not been paid shall not be thereby prejudiced. At the request of EXPRES MEDIA s.r.o., the Customer shall prove that the commercial element does not contravene legal regulations governing the use of the official language or any minority languages.

12.2. The Customer, through their signature on a contract, confirms they have paid for all copyright releases, operating royalties, rights to executive artists and any other rights related to relevant use. At the request of EXPRES MEDIA s.r.o., the Customer shall substantiate these facts in advance with provable documents. In any case where untrue facts are presented, neither EXPRES MEDIA s.r.o. nor Rádio Expres, where applicable, shall bear responsibility therefore and the Customer shall undertake to settle any and all claims immediately or to compensate EXPRES MEDIA s.r.o. for any damages incurred in that regard.

12.3. The Customer shall undertake to pay in full and without delay any and all prospective damages caused due to a conflict with the content of a concluded contract or legal regulations and, concurrently, to declare that they relieve EXPRES MEDIA s.r.o. and Rádio Expres of any and all claims therefrom and that they bear responsibility in relation to claims from third parties thus exercised. EXPRES MEDIA s.r.o. is concurrently entitled not to schedule such a commercial element for display and simultaneously to withdraw from the contract with immediate effect, without prejudicing a claim by EXPRES MEDIA s.r.o. for indemnification.

12.4. In the case where EXPRES MEDIA s.r.o. produces the commercial elements itself, the price for the production thereof shall be agreed in dependence on the challenge of the commercial element. If the Customer insists upon changing/adjusting the commercial element after it has been approved by the Customer, EXPRES MEDIA s.r.o. shall have the right to add a surcharge up to 100% for such a change/adjustment to the originally agreed price for producing the advertisement.

12.5. EXPRES MEDIA s.r.o. reserves the right to add a 50% surcharge to the agreed price for producing advertisements in the case where documents for production were provided less than 3 working days before the scheduled display of the commercial element.

12.6. EXPRES MEDIA s.r.o. reserves the right to add a 100% surcharge to the agreed price of producing commercial elements in the case where documents for production will be delivered 24 hours or less before the scheduled first display.

12.7. In the case of any interest in further use or dissemination of commercial elements, where the author thereof is EXPRES MEDIA s.r.o., the sponsor shall settle obligations and pay the price for a copyright release, amounting to 30% of the price for producing the commercial element for each commercial element. In the case where a commercial element will be used in several portals, the price for a copyright release shall be multiplied by the number of portals to be used.

If the sponsor decides to change the motif of a commercial element or to apply another version less than 3 days before the first scheduled display of the commercial element, EXPRES MEDIA s.r.o. shall have the right to refuse to make any such change.

13. Closing Provisions

13.1. EXPRES MEDIA s.r.o. shall not be held responsible for any breach of its obligations pursuant to a concluded contract unless it was caused by force majeure, e.g. civil disorders, war, legislative changes, weather, natural catastrophes, technical failures in connections or broadcasting, electricity supply or similar events, or by the Customer's failure to provide cooperation.

13.2. These General Terms and Conditions are, together with Rádio Expres's current advertising, an integral part of each and every contract between EXPRES MEDIA s.r.o. and the Customer for advertising services on the www.expres.sk Internet portal.

13.3. Any and all other facts which are not addressed by these General Terms and Conditions and any prospective contractual cooperation with the Customer shall be governed by the current laws of the Slovak Republic.

13.4. In the event of any litigation, the locally competent court shall be the Court in Bratislava.

13.5. The Customer (sponsor) has read these General Terms and Conditions, consents to them and declares that they will comply with them. EXPRES MEDIA s.r.o. shall not be liable for any damages incurred by the Customer's failure to respect the General Terms and Conditions.

13.6. The General Terms and Conditions from EXPRES MEDIA, s.r.o. for the www.expres.sk Internet portal have been executed in the Slovak language. In the case of any dispute with a version in another language, the decisive version shall be the General Terms and Conditions from EXPRES MEDIA, s.r.o. in the Slovak language.