

ul. Ostrobramska 77 04-175 Warszawa www.polsatmedia.pl tel. 22 514 53 00 fax 22 514 53 53 sekretariat@polsatmedia.pl

# Appendix No. 3a to the Principles for Conducting Sales on TV Channels of POLSAT MEDIA

#### **Order template – pricelist Order**

					Warsaw, date	:d:
		Order: 12	23456/00/A1/AA		TV	Channel
The Client:						
NIP: 00-00-000-00						
KRS:1234567						
Share capitalzł	_					
District Court ir The Client:				Video essetto longth:		
Product:				Video casette length: Broadcast since - to:		
				Dioducasi Silice - to		
	amount	VAT	incl. VAT			
The value of the order:		-	-	Extra payments		
Total extra payments	<i>,</i>	-	-	Extra payment	%	
Total discount:	·····,···	-	-	Position extra payment	%	, ,
The value of the order:				Discounts		
Beer tax		,,		Client discount	%	,
Express	,	,,		Agency discount	%	,
Γο payment:				Express		,
n words:			,	Other taxes:		
				Beer tax:		

- The Contractor: POLSAT MEDIA BIURO REKLAMY Spółka z ograniczoną odpowiedzialnością Sp.k. with registered seat in Warsaw, Ostrobramska Str. 77, registered in the District Court of the capital city of Warsaw XIII Commercial Department of the National Court Register under the National Court Register No. KRS 0000467579, NIP 113-21-73-100.
- 2. The Client agrees to pay the amount due to the bank account of Contractor maintained at mBank, No. 93 1140 1010 0000 5244 2000 1009 (USD); No. 66 1140 1010 0000 5244 2000 1010 (EUR) by transfer, within 7 working days before the first broadcast, and immediately send a copy of the transfer to the Contractor. Failure to keep to the payment deadline stated above or the failure to meet other requirements specified in the Principles within 4 working days of commencing the broadcasting period shall be construed as cancellation of the Order.
- 3. The Client declares that the Ads delivered for broadcasting on the TV Channel/Channels and/or appropriately in Products: Polsat Media Online, Polsat Media AdScreen, Polsat Media AdTube, Muzo.fm to which the Order relates do not carry any legal defects and that their broadcasting is lawful and does not infringe any rights or property of any third parties; and in particular that as the producer of the Ads he has acquired and holds all copyrights and related rights to works and artistic performances contained/recorded in the Ads. Moreover, the Client guarantees that neither the Contractor nor the Broadcaster (and/or appropriately in Administrator of Products: Polsat Media Online, Polsat Media AdScreen, Polsat Media AdTube) shall be obliged to pay any fees/royalties in connection with broadcasting the Ads. The Client agrees to meet any claims directed to the Contractor or the Broadcaster (and/or appropriately in Administrator of Products: Polsat Media Online, Polsat Media AdScreen, Polsat Media AdTube) shall be obliged to pay any fees/royalties in connection with broadcasting the Ads. The Client agrees to meet any claims directed to the Contractor or the Broadcaster (and/or appropriately in Administrator of Products: Polsat Media Online, Polsat Media AdScreen, Polsat Media AdTube) in connection with infringing the aforementioned rights (in particular, reimbursing royalties and/or claims), including any costs incurred in connection with such infringement.
- 4. The Client declares that it shall be solely responsible for the content of the broadcasted Ads and that it holds all the certificates and permits necessary to introduce the advertised products to trading in Poland.
- The Contractor shall have the right to cease broadcasting an Ad in respect of which the Advertising Council Association so demands in writing based on an opinion issued by the Advertising Ethics Commission operating as part of the Advertising Council Association. In such situation, the relevant provisions of the Principles related to cancellation of the Order shall apply.
- 6. In matters not regulated herein, the Principles binding in the broadcasting period covered by the Order shall apply. The Principles are available on website www.polsatmedia.pl and on every demand from Client. The Client declares that it has received the Principles and acquainted itself with their content, and hereby agrees to incorporate the Principles in the Order. Each of expressions which are used in Order have the same meaning as in Principles.
- 7. The terms and conditions granted to the Client shall be binding provided that a long-term contract is concluded with the Contractor by ...... for broadcasting ads in ...... on the TV Channel/Channels and/or appropriately in Products: Polsat Media Online, Polsat Media AdScreen, Polsat Media AdTube, Muzo.fm to which the Order relates.

Deadline for signing up to: .....

(Date and signature) Contractor

(Date and signature) Client Warsaw, print from: .....



Order: 123456/00/A1/AA

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### TV Channel

Client: Product:	

Ordinal number	Day	hour.	type	Programme	bando	time	Casette	fix position	pircelist price	additional fee	fix fee	remarks
1		:		Programme	LN	"	R000000	1			%	
2		:		Programme	PT	"	R000002			%		
3				Programme	М	"	R000000	99			%	
4		:		Programme	DT	"	R000000					
5		:		Programme	PT	"	R000000					
6		:		Programme	EF	"	R000000					

...

Deadline for signing up to: .....

(Date and signature) Contractor



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Warsaw, dated: .....

#### Appendix No. 3b to the Principles for Conducting Sales on TV Channels of POLSAT MEDIA

#### Order template - package Order

Order: 123456/00/A1/AA **TV** Channel The Client: NIP: 00-00-000-00 KRS:1234567 Share capital .....zł District Court ..... in ..... The Client: Video casette length: ..... Product: ..... sum VAT z VAT The value of the order: ....,... .....,...,... Beer tax .....,... Express ..... .....,... To payment: In words: 

	No. of broadcasts				GRP			CPP		
	prim	e-time	off peak	prime-	time of	f peak	prime-time	off peak		
33	•		•	•		•				
,			,	,						
···.,			,	,						
			,	,						
otal			,	,						
arget group:	All 16-	49								

- 1. The Contractor: POLSATMEDIA BIURO REKLAMY Spółka z ograniczoną odpowiedzialnością Sp.k. with registered seat in Warsaw, Ostrobramska Str. 77, registered in the District Court of the capital city of Warsaw XIII Commercial Department of the National Court Register under the National Court Register No. KRS 0000467579, NIP 113-21-73-100.
- 2. The Client agrees to pay the amount due to the bank account of the Contractor maintained at mBank, No. 93 1140 1010 0000 5244 2000 1009 (USD); No. 66 1140 1010 0000 5244 2000 1010 (EUR) by transfer, within 7 working days before the first broadcast, and immediately send a copy of the transfer to the Contractor. The Parties authorize one other to issue invoices without the signature of the person authorized to collect the invoice. Failure to keep to the payment deadline stated above or the failure to meet other requirements specified in the Principles within 4 working days of commencing the broadcasting period shall be construed as cancellation of the Order
- 3. The Client declares that the Ads delivered for broadcasting on the TV Channel/Channels and/or appropriately in Products: Polsat Media Online, Polsat Media AdScreen, Polsat Media AdTube, Muzo.fm to which the Order relates do not carry any legal defects and that their broadcasting is lawful and does not infringe any rights or property of any third parties; and in particular that as the producer of the Ads he has acquired and holds all copyrights and related rights to works and artistic performances contained/recorded in the Ads. Moreover, the Client guarantees that neither the Contractor nor the Broadcaster (and/or appropriately in Administrator of Products: Polsat Media AdScreen, Polsat Media AdTube) shall be obliged to pay any fees/royalties in connection with broadcasting the Ads. The Client agrees to meet any claims directed to the Contractor or the Broadcaster (and/or appropriately in Administrator of Products: Polsat Media AdTube) in connection with infringing the aforementioned rights (in particular, reimbursing royalties and/or claims), including any costs incurred in connection with such infringement.
- 4. The Client declares that it shall be solely responsible for the content of the broadcasted Ads and that it holds all the certificates and permits necessary to introduce the advertised products or services to trading in Poland.
- The Contractor shall have the right to cease broadcasting an Ad when Advertising Council Association so demands in writing based on an opinion issued by the Advertising Ethics Commission operating as part of the Advertising Council Association. In such situation, the relevant provisions of the Principles related to cancellation of the Order shall apply.
- 6. Contractor shall establish a broadcast list.
- 7. Counting the GRP number will be made on the basis of telemetric research provided by Nielsen Audience Measurement with accuracy to the 0,01 GRP, whereby the number of rating points shall be counted for the minute in which the Ad broadcast started. After the end of Order execution Contractor shall give the Client a list containing all broadcasts with GRP number achieved by each broadcast.
- 8. In matters not regulated herein, the Principles binding in the broadcasting period covered by the Order shall apply. The Principles are available on website www.polsatmedia.pl and on every demand from Client. The Client declares that it has received the Principles and acquainted itself with their content, and hereby agrees to incorporate the Principles in the Order. Each of expressions which are used in Order have the same meaning as in Principles
- 9. The terms and conditions granted to the Client shall be binding provided that a long-term contract is concluded with the Contractor by ...... for broadcasting ads in ...... on the TV Channel/Channels and/or appropriately in Products: Polsat Media Online, Polsat Media AdScreen, Polsat Media AdTube, Muzo.fm to which the Order relates.
- 10. The broadcast list enclosed to the Order can be altered. Contractor is solely empowered to alter the broadcast list.

Deadline for signing up to.....

(Date and signature) Contractor



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Warsaw, print from: .....

## Order: 123456/00/A1/AA

TV Channel

Client: Product:													
Ordinal number	Day	hour.	type	Programme	bando	time	Casette	fix position	additional fee	fix fee	remarks		
1		:		Programme	LN	"	R000000	1		%			
2		:		Programme	PT	"	R000002		%				
3		:		Programme	М	"	R000000	99		%			
4		:		Programme	DT	"	R000000						
5		:		Programme	PT	"	R000000						
6		:		Programme	EF	"	R000000						

Deadline for signing up to: .....

(Date and signature) Contractor



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#### Appendix No. 3c to the Principles for Conducting Sales on TV Channels of POLSAT MEDIA

#### Order template - Sponsorship Order

Order: 123456/00/A1/AA The Client: ..... NIP: 00-00-000-00 KRS:1234567 Share capital .....zł District Court ..... in ..... The Client: Product: ..... VAT amount z VAT The value of the order: .....,... ....,... Beer tax Express .....,... To payment: In words: 

TV Channel

Warsaw, dated: .....

Video casette length: ..... 

	No. o	of broadcast		
	prime-time	off peak		
"	 			
···"	 			
Total	 			

<sup>1.</sup> The Contractor: POLSAT MEDIA BIURO REKLAMY Spółka z ograniczoną odpowiedzialnością Sp.k. with registered seat in Warsaw, Ostrobramska Str. 77, registered in the District Court of the capital city of Warsaw XIII Commercial Department of the National Court Register under the National Court Register No. KRS 0000467579, NIP 113-21-73-100..

The Client declares that it shall be solely responsible for the content of the broadcasted Sponsorship Billboards and that it holds all the certificates and permits necessary to introduce the advertised products to trading in Poland.
Client hereby represents that Sponsorship Billboards which relate to the Order, delivered to broadcast on TV Channels, does not contain any visual or sound excerpts of Ads coming from Sponsor (aforementioned as "Client") or with which Sponsor is associated and which could aggravate the diversification of Sponsorship Billboards from

Ad. 6. The Contractor shall have the right to cease broadcasting an Sponsorship Billboards in respect of which the Advertising Council Association so demands in writing based on an opinion issued by the Advertising Ethics Commission operating as part of the Advertising Council Association. In such situation, the relevant provisions of the Principles related to cancellation of the Order shall apply.

Contractor shall establish the broadcast list.

Contractor shall establish the broadcast list.
In matters not regulated herein, the Principles binding in the broadcasting period covered by the Order shall apply. The Client declares that it has received the Principles and acquainted itself with their content, and hereby agrees to incorporate the Principles in the Order.
The terms and conditions granted to the Client shall be binding provided that a long-term contract is concluded with the Contractor by ...... for broadcasting ads in ...... on the TV Channel which the Order relates.

Deadline for signing up to.....

(Date and signature) Contractor

The Client agrees to pay the amount due to the bank account of the Contractor maintained at mBank, No. 93 1140 1010 0000 5244 2000 1009 (USD); No. 66 1140 1010 0000 5244 2000 1010 (EUR) by transfer, within 7 working days before the first broadcast, and immediately send a copy of the transfer to the Contractor. The Parties authorize one other to issue invoices without the signature of the person authorized to collect the invoice. Failure to keep to the payment deadline stated above or the failure to meet other requirements specified in the Principles within 4 working days of commencing the broadcasting period shall be construed as cancellation of the Order. 2. Order

<sup>3.</sup> The Client declares that the Sponsorship Billboards delivered for broadcasting on the TV Channel to which the Order relates do not carry any legal defects and that their broadcasting is lawful and does not infringe any rights or property of any third parties; and in particular that as the producer of the Sponsorship Billboard he has acquired and holds all copyrights and related rights to works and artistic performances contained/recorded in the Sponsorship Billboards. Moreover, the Client guarantees that neither the Contractor nor the Broadcaster shall be obliged to pay any fees/royalties in connection with broadcasting the Sponsorship Billboards. The Client agrees to meet any claims vis-à-vis the Contractor or the Broadcaster in connection with infringing the rights referred to above (in particular, reimbursing royalties and/or claims), including any costs incurred in connection with such infringement.



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Warsaw, print from: .....

### Order: 123456/00/A1/AA

TV Channel

Client:	
Product:	

Ordinal number	Day	hour	type	Programme	band	time	Casette	remarks
1		:		Programme	LN	"	R000000	
2		:		Programme	PT	"	R000002	
3		:		Programme	М	"	R000000	
4		:		Programme	DT		R000000	
5		:		Programme	PT	"	R000000	
6		:		Programme	EF	"	R000000	

Deadline for signing up to.....

(Date and signature) Contractor