

7th Nov 17.

ZHL 2017-11-4

media:minds travel:minds

Oblasťná organizácia cestovného ruchu REGION LIPTOV,
Štúrova 1989/41,
03101 Liptovský Mikláš

7th November 2017

TERMS OF BUSINESS BETWEEN MEDIA MINDS GLOBAL LTD And REGIO LIPTOV, SLOVAKIA

This Agreement ("Agreement") is made on 7th November 2017 between LIPTOV REGION, SLOVAKIA ("the client") on the one part and Media Minds Global Limited ("Media Minds") of Hersham Place Technology Park, 41-61 Molesey Road, Walton on Thames, Surrey KT12 4RZ, Company Number 6970673, on the other part and is designed to cover media planning and buying activities for the Client.

1. APPOINTMENT AND TERMS

This agreement shall be deemed to commence on 7th November 2017 for an initial period of twelve months and shall then be reviewed on the part of the Client, or revert to a rolling 12 month contract, which will continue until terminated by three months' notice in writing by either party. Media Minds will work with the Client on a non-exclusive basis for the Client's media planning and buying needs within the United Kingdom during this period.

2. SERVICES

Media Minds will provide the Client with the following Services ("the Services"):

- 2.1. Provision of all information reasonably required for the purpose of planning and analysing media usage.
- 2.2. Full media planning services based upon information supplied by the Client.
- 2.3. Preparation of media schedules.
- 2.4. Booking of advertising media space and time as required.

From time to time there may be services that are required outside of this remit, such as research projects or econometric analysis that would fall outside the main contract and would be charged as separate fees or projects, obviously subject to previous approval and sign-off.

3. REMUNERATION AND TERMS OF PAYMENT

- 3.1. Media Minds shall be entitled to retain agency commission given by media owners as a fee for planning and buying services.
- 3.2. Media Minds shall invoice for the total campaign amount agreed €10,020 for 3 months in November 2017. Invoices are to be paid in full within 28 days. It is necessary to pay media publishers on specified dates so prompt settlement of accounts is required. In isolated circumstances (e.g. purchasing media in certain territories) prepayment from the Client may be required before proceeding with any booking. In this instance, Media Minds will communicate and agree this with the client before making any bookings.

4. CONFIDENTIALITY

- 4.1 Media Minds acknowledge a duty not to disclose without the client's permission during or after the term of appointment any information which the client has supplied Media Minds during the term of appointment except as required by Media Minds for the provision of the Services. The client acknowledges the right for Media Minds to use any general marketing or advertising intelligence in the field of the client's products or services which Media Minds have gained during the course of the appointment.

5. APPROVALS AND AUTHORITY

- 5.1. Any reference in this agreement to the client's "written approval" shall mean written approval by directors or employees of the Client authorised to approve Media Minds' work and/or expenditure and whose names are given as an "authorised person" by the client.
- 5.2. For the purposes of this agreement, "written approval" shall mean approval signified by:
- i) Any fax, letter or purchase order on the client's/Media Minds' notepaper bearing the signature of an authorised person;
 - ii) oral approval given by an authorised person provided this is in circumstances where time does not permit written approval and the said oral approval is confirmed within one working day by way either of a contact report from Media Minds to the client or an e-mail, fax, letter or purchase order in accordance with the preceding sub-clause;
 - iii) E-mail emanating from the personal e-mail address of an authorised person.
- 5.3. The client's written approval of the media schedules and estimates will be Media Minds' authority to make reservations and contracts for space, time and other facilities under the terms and conditions required by the media or suppliers.

6. AMENDMENTS TO WORK IN PROGRESS

- 6.1. The Client may request Media Minds to cancel or amend any and all plans, schedules or work in progress. Media Minds will take all reasonable steps to comply with any such request provided that the agency is able to do so within its contractual obligations to media suppliers.
- 6.2. In the event of any such cancellation or amendment the Client will reimburse Media Minds for any charges or expenses incurred by Media Minds to which Media Minds is committed. The Client shall also pay Media Minds' remuneration covering the cancelled or amended services as well as any charges imposed on Media Minds by third parties arising from the cancellation or amendment.

7. TERMINATION

- 7.1. This Agreement can be terminated by any party to it by giving a Notice of Termination, such termination to occur three months after receipt of such notice by the non-terminating party ("Termination Period").
- 7.2. Media Minds shall continue to provide the services until the expiry of the Termination period and shall be entitled to commission in accordance with clause 3 hereof in respect of all media orders placed during the notice period.
- 7.3. On the termination of the appointment, Media Minds will return to the Client any information in writing or other tangible forms supplied to Media Minds by the Client for the express purpose of the provision of the Services which Media Minds still has in its possession.

8. MEDIA PUBLISHERS

Unless otherwise stated, Media Minds' contracts with media publishers and suppliers for client advertising are made in accordance with media rate cards or other standard conditions and the rights and liabilities between Media Minds and the Client should correspond to those between Media Minds and the various media publishers and suppliers under such standard terms and conditions.

9. DISCLAIMER

As Media Minds is not exclusively responsible for the creation of advertising material the Client will indemnify Media Minds against any claim arising from the contents of the advertising that is placed on behalf of the company. Media Minds shall not be liable for any erroneous appearance, delay or omission of any advertisement in the absence of default or neglect on the part of the Client.

10. LEGAL LIABILITY & OTHER CLAIMS

- 10.1. We shall not be liable for any delay in or omission of publication or transmission or for any error in any advertisement in the absence of default or neglect on our part. In the absence of any act, neglect or default on your part and to the extent only that we shall obtain a refund from the publication we shall refund to you any payment made by you in respect of any advertisement which shall be cancelled or which does not appear in the publication.
- 10.2. The Client warrants that they hold the copyright and all the necessary rights of copyright in respect of any image and/or artwork which they provide to Media Minds whether or not it is incorporated in artwork copy or other work

which Media Minds creates and The Client shall indemnify Media Minds and keep them indemnified against any actions costs claims and demands of whatsoever nature made by any third party in respect thereof.

- 10.3. The Client agrees to release and indemnify Media Minds, its directors, employees and agents from and against all liability, damages, claims, suits, theft, penalties or actions of every name and description. This includes without limitation actions for violation of third party intellectual property rights, including any and all costs and expenses related thereto, including the cost of the defence, reasonable legal fees and court costs arising out of or resulting from the act or omission of the Client, its directors, officers and employees, and/or in connection with the performance of this Agreement except to the extent caused by the negligence or wilful misconduct of Media Minds.

11. GENERAL

- 11.1. Should the Client fail to make any payment due to Media Minds, Media Minds reserves the right to terminate this Agreement immediately should they wish to do so but in any event all outstanding overdue, accrued or un-invoiced payments shall accrue interest from the day such payment had originally been due for payment at a rate of interest of 4% above the base rate of the HSBC Bank Plc as such rate may be from time to time.

If you agree with the terms and conditions, please confirm your acceptance by signing and returning the enclosed copy of this letter.

Yours sincerely,

Jon Secrett
Divisional Director
Media Minds Global Limited

Signed

Dated: 7th November 2017

We agree to the terms and conditions set out in this letter.
For and on behalf of:

Ing. Ján Blcháč, PHD
Chairman of the Board
Liptov Region

Signed

Dated

Ing. Michal Beňo
Vice-Chairman of the board
Liptov Region

Signed

Dated

REGION LIPTOV - Oblastná organizácia cestovného ruchu
Štúrova 1989/41, 031 42 Liptovský Mikuláš
IČO: 42219906, DIČ: 2023486069
IČ DPH: SK 2023486069
Tel.:

visitliptov.sk

Tento doklad spĺňa podmienky
predbežnej finančnej kontroly podľa
§ 9 zákona č. 502/2001 Z.z.

7. 11. 2017

