

ADVERTISING AND PROMOTION AGREEMENT UNDER CZECH NEW CIVIL CODE TEMPLATE

This Agreement shall be governed by the provisions of S. 1746 et seq. of the Act No. 89/2012 Coll., the Civil Code

The Advertising contract is made and effective as of (date) by and between

CUSTOMER NAME

Company: Reg. ID, seat, business registrar details

Email:

and

PROVIDER NAME

Company: Reg. ID, seat, business registrar details, power of attorney if applicable

Email:

I. PARTIES OF THE CONTRACT

1.1. The Customer declares to be a copyright holder/owner of the trademark/holder or executor of the personality rights: Evidence: Registration number of TM, copyright prove of originality, the person of the subject is the person of the Licensor or heir.

1.2. The Provider declares to be the Company which runs the website/sports/culture events/other/ Advertising Agency.

II. SUBJECT-MATTER OF THE ADVERTISING AND PROMOTION SERVICES

2.1. The subject-matter of this Agreement is providing these advertising services for a Customer:

III. THE SCOPE OF THE SERVICES

3.1. Location

3.2. Scope

3.3. Term – limited from to

IV. FEE

The Customer undertakes to award the Provider remuneration of CZK for each contractual month.

The payment shall be made to the following account No.:

In case of the late payment, a contractual interest of 3% per month shall be applied.

V. RIGHT AND OBLIGATIONS OF THE PARTIES AND LIABILITY

5.1. The Customer declares that no rights of third person are infringed by the logo and product of the Customer.

5.2. The Customer declares that the logo and products do not breach Czech law and are in accordance with Czech legal order.

5.3. The Provider is obliged to act with diligence.

5.4. If any of the parties fail to fulfill these obligations, are subject to damages.

VI. COMMUNICATION

The communication between parties shall be done through the given E-mail addresses or by mail to given addresses. The Parties agree to notify each other of the change of their E-mail addresses without delay.

VII. TERMINATION AND WITHDRAWAL

7.1. The Customer/Provider has right to withdraw from this Agreement within ... days after notifying the Provider/Customer under these conditions:

- a) Provider fails to provide services for more than 15 days
- b) Customer fails to pay the fee for more than 30 days

7.2. The Customer shall be entitled to terminate this Agreement at any time without the reason. The notice period is 1 month from the day the Provider is notified.

VIII. CONFIDENTIALITY

The Parties maintain confidentiality of all the contractual arrangements of this Agreement. The breach of the confidentiality may cause damage, of which the parties are fully aware.

IX. APPLICABLE LAW AND JURISDICTION

The Contract shall be governed by the law of the Czech Republic. The competent court for disputes arising out of this Contract is the territorially and subject-matter corresponding in the Czech Republic.

X. FINAL PROVISIONS

This Agreement is made out and signed in two counterparts, each party shall receive one.

No provision is intended to be contrary to the laws of the other country. This Agreement has been made with the cooperation of both parties and is not made in favor of any party.

In case any provision of this Agreement is or becomes invalid or unenforceable and the nature of the provisions allows, this shall have no effect on the remaining provisions of this Agreement, which shall remain in full force and effect. The parties agree to replace the invalid provision with a new valid or enforceable one of corresponding purpose.

The Agreement is written in Czech and English language. Two Appendices are integral part of the Agreement. In case of a dispute, Czech version shall prevail.

The Parties expressly state that they are familiar with the content of this Agreement and this Agreement is an expression of their true and free will and it has not been concluded under duress or other unfavorable conditions. I witness whereof, the undersigned parties attach their signatures.

In Prague on.....

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Customer

.....

Provider