

SC COCOR SA BUCUREȘTI, 29-33 I.C.Brătianu Avenue, District 3, 030173 Bucharest, Romania.
A company registered with Bucharest Trade Registrar under nr. J40/8281/1991, CUI: 327763
www.cocor.ro www.cocormediachannel.ro



BROADCASTING FEES

COCOR

COCOR SA BUCHAREST

Project Developer

Cocor Luxury Store is the first luxury Department Store in Eastern Europe. Cocor ("Crane" in English) is bound to be reborn under a spectacular media façade in downtown Bucharest, thus trans-branding notable city landmarks such as Times Square and Piccadilly Circus.

Cocor Luxury Store in Bucharest, Romania, recently turned on an impressive new digital display system, for a total of 3,300 sqm, designed and manufactured by Daktronics Inc. (Nasdaq- DAKT).

The system comprises 13 large screens Daktronics LED displays that equal a total surface of 565 square meters, making it the biggest installation of one display vendor at a single building in Continental Europe, the second one after Piccadilly Circus in London (650 sqm)

All of the displays utilize Daktronics proven LED technology to present live and recorded video images, colorful animation and vivid graphics with incredible brightness and wide-angle visibility.

Cocor MediaChannel represents the only DOOH vehicle equipped with traffic counter due to the agreement made

with the Capital Police. It is operational starting with 1st of December 2008 and it has a tremendous impact on Romanian OOH market.

Cocor MediaChannel is a division of COCOR S.A. group of companies, that is a public company, listed on the Bucharest Stock Exchange (symbol: COCR) with a capitalization of 15 million euros. It also holds Cocor SPA Hotel, a 4 star resort in Neptun-Olimp (www.hotelcocor.ro), Club Vision (www.visionclub.ro) and Comturist SA (www.comturist.ro).

www.cocor.ro

www.cocormediachannel.ro



DAKTRONICS™

A Worldwide Leader in Large Format Electronic Display Systems

Though Daktronics may not be a household word, the company is recognized worldwide in its industry as the leading designer and manufacturer of electronic scoreboards, programmable display systems, and large screen video displays using light emitting diode (LED) technology. Other product lines include Sportsound® integrated sound systems for sports facilities and Vortek® hoists and rigging systems for theatres and other entertainment and sports facilities.

Daktronics was founded in 1968 and has close ties to South Dakota State University in Brookings, S.D. As a manufacturer and technical contractor, Daktronics provides standard display products as well as custom-designed and integrated systems.

The company excels in the control of large display systems, including those that require integration of complex multiple displays showing real time information, graphics, animation and video. Every day, in nearly 100 countries around the world, millions of people depend on Daktronics scoring and display systems for information.

www.daktronics.com

KEYFRAME®
A Division of Daktronics

KEYFRAME™

Content Creation Services
A Division of Daktronics

Keyframe designs innovative, entertaining digital content in HD video, 3D animation and motion graphics, specializing in media networks and large scale LED displays, to evoke an emotional connection with viewers.

Home to artists of the digital world, Keyframe is a premier agency contracted to develop creative content in SD and HD video, 2D and 3D animation, and motion graphics. We throw these awe-inspiring creations on LCD and large scale LED video displays, as well as any other electronic broadcasting medium.

Keyframe has received awards on the national and local level for content created in 2007, including three ADDY Awards, one entry receiving a Best in Class ADDY, three Telly Awards, a Communicator Award, and a Fourth Screen Award. These awards came from work created for Coca-Cola, the University of Alabama, Spotlight Live and Cingular/HBO. These awards come in addition to Keyframe's previously awarded work including Telly Awards for vignettes created for the Cincinnati Bengals, Super Bowl XXXV, Tostitos Fiesta Bowl, Delta Airlines and an ESPN pilot.

www.keyframe.com

DISPLAY PROGRAMMING LEVELS



COCOR
All lighting elements
(synchronous with multi-colour
Cocor facade lights)



LEVEL 1 (C displays)
Fins (5, both sides)

3 x 5 m · 15 sqm
192 x 288 px each fin surface



LEVEL 2 (A and B displays)
HD marquee plus 16:9 LED

· 11 x 25m · 275sqm · 512 x 1024 px
HD marquee surface

· 11 x 7 m · 79 sqm · 512 x 288 px 16:9
surface



LEVEL 3 (A, B and C displays)
All 13 screens (includes
branding banner)

Full-spectacular LED

565 sqm - all display surface

BROADCASTING FEES - RATE CARD

LEVEL 1 (C screens)

Fins



5 fins 1 fin
 · 15 000 € / month · 3 500 € / month

LEVEL 2 (A and B screens)

HD marquee plus 16:9 LED



· 30 000 € / month

LEVEL 3 (A, B and C screens)

Full spectacular LED



· 40 000 € / month

BROADCASTING TIMELINE - FREQUENCY

Seconds	Minutes	Spots/Hour	Spots/Day (15 hours)	Spots / week (7 days)	Spots / Month (30 days)	Total Airing Time
5	3	20	300	2100	9000	45000
10	6	10	150	1050	4500	45000
20	12	5	75	525	2250	45000
30	12	5	75	525	2250	67500

•All rates are in Euro. Agency commission, advertising tax and VAT are not included.

** The offer could be customized in order to acomodate special requests

*** The displays will run between 6:55 AM and 11:55 PM

COCOR MARKETING & SALES REPRESENTATIVE

Address:
Lipscani 79 st,
3rd District, Bucharest, Romania

Tel: 004 - 021 313 43.10
Fax: 004 - 021 313 98.48

E-mail: sales@cocor.ro
Web: www.cocor.ro
On-line rate card: www.cocormediachannel.ro
Please fill in and submit the provided order form.

PRODUCTION PARTNER KEYFRAME™

Address:
331 32nd Avenue Brookings,
SD 57006 USA

Cell: 001 - 605-691-4467
Phone: 001 - 605-697-4467
Office: 1-866-KEYFRAME (539-3726)

E-mail: smannin@daktronics.com

Web: www.daktronics.com www.keyframe.com

GENERAL TERMS AND CONDITIONS - 1

General Terms & Conditions of COCOR MEDIACHANNEL

SC COCOR SA, BUCHAREST
DOOH ADVERTISING SERVICES
www.cocormediachannel.ro

January 2009

1.Universality. The present „General terms and conditions“ are an integral part of all agreements closed between client and contractor, SC COCOR SA BUCUREȘTI (headquartered in Bucharest, 29-33 I.C.Brătianu Avenue, District 3, registered with the Trade Registrar under nr. J40/8281/1991, CUI: 327763), with bank account RO18 RNCB 0074 0056 4841 0001 open with BCR Sector 3, hereinafter called COCORCHANNEL®. By placing the order, the client automatically acknowledges the present „General terms and conditions“ and accepts to be bound by them.

2.Order confirmation. All orders and necessary client statements and disclosures must be made in writing, according to the provided *Order Form*. Orders must match the applicable advertising fees. Orders will be accepted pure and simple, will be accepted with comments or rejected in writing only. Changes to existing orders must also be made in writing. COCORMEDIACHANNEL® reserves the right to reject orders without giving reasons. Accepted orders stand for binding commercial contracts. Accepted with comments orders must be reviewed until mutually accepted.

3.Outdoor advertising. COCORMEDIACHANNEL® is a unique, large scale display system covering the outside of the new Cocor Luxury Store building in Bucharest. It is made up of multiple LED displays capable of showing HD video content and motion graphics in a synchronized schedule on up to 12 displays. According to *Specific Terms Used in Production*, COCORCHANNEL® may broadcast either **Spots, Static, Digital Assets** and **Spectacular** or combinations thereof. Advertisements on the media channel are assigned, on the basis of their rating, to one of the following display programming levels: **COCOR – All lighting elements, LEVEL 1 - Fins, LEVEL 2 – HD marquee plus 16:9 LED, LEVEL 3 – Full spectacular LED**. A different broadcasting fee applies for each category as outlined in the commercial offer available at <http://www.COCORMEDIACHANNEL.ro>.

4.Place of performance. The place of performance and legal venue for all obligations by both parties shall be the locality of COCOR LUXURY STORE, at COCOR SA registered office.

5.Service continuity. COCORMEDIACHANNEL® does not warrant that the advertising media agreed upon in the order will remain operational continuously throughout the agreed period or that the advertisements will continuously be visible under all atmospheric circumstances. COCORCHANNEL® guarantees the advertisement presence throughout the convened broadcasting period according to a suggested broadcasting timeline. Temporary limitations or disruptions of any kind and for whatever reason will not affect the advertising order and will not entitle the client to demand a partial refund of the remuneration paid for the advertising service, or any other form of compensation or indemnification. COCORMEDIACHANNEL® makes available in streamline the webcam channel <http://www.COCORMEDIACHANNEL.ro/media> in order to make possible the real-time checking of the advertising venue. COCORMEDIACHANNEL® will also supply on-demand statistical computer-generated reports, concerning the display functioning and advertising clips frequency.

6.Duration and broadcasting period. All broadcasts will be performed on dates specified in COCORMEDIACHANNEL®'s broadcasting calendar. COCORMEDIACHANNEL® does not warrant that the advertisements will be broadcast on specific hours, unless otherwise stipulated in a special agreement, yet warrants strict observance of the agreed broadcasting timeline and the media playing of an advertising clip as close as possible to the estimate.

7.Assets for media production. The client will provide COCORMEDIACHANNEL® or its designated third party producer with as many assets and storyboard options as required for creation, formatting and broadcasting. COCORMEDIACHANNEL® assumes no responsibility for imperfect or improper media assets which may prove unfit for digital processing and transposition, according to the media channel technical specifications. The Production Fees advertised by COCORMEDIACHANNEL® are based on Keyframe™ www.keyframe.com quotations (a creative service division of Daktronics™ – USA www.daktronics.com) and are non-binding to Cocor SA. If required, COCORMEDIACHANNEL® may act as an all-purpose representative intermediary for the production services supplied by third party producer Keyframe.

8.Media assets guidelines and accepted formats. In order to fulfill the assignment exactly as desired, the client must follow the *General Assets Guidelines* and *Accepted Formats for Assets* as provided for in COCORMEDIACHANNEL® commercial rate card offer, subject to changes.

GENERAL TERMS AND CONDITIONS - 2

9. **Media assets delivery.** All media assets shall be delivered free of charge and fully licensed to COCORMEDIACHANNEL® production team as per the broadcasting calendar. In the event that the advertisements are broadcast late as a consequence of late delivery of the media assets, the broadcasting period will not be extended. Special fast-formatting charges resulting from late delivery shall be borne by the client.
10. **Advertising content.** The client alone is responsible for the content and legal compliance of all advertising materials. The client shall indemnify and hold COCORMEDIACHANNEL® harmless with respect thereto. The client confirms having obtained all necessary copyright permissions as well as ancillary rights for producing and broadcasting before delivering the media assets to COCORMEDIACHANNEL®. COCORMEDIACHANNEL® is under no obligation to verify the legal compliance of advertising material. However, COCORMEDIACHANNEL® reserves the right to check provided advertising material for usability and admissibility. The commercial clients' advertising material may not have political content or innuendo or violate statutory or government regulations. Should COCORMEDIACHANNEL® have reservations about the content of the advertisements or the provided assets, COCORMEDIACHANNEL® may refuse to produce and broadcast such material. The client is aware of the fact that it is not permitted to display advertising for or involving competitors of the company in whose space the it is operated.
11. **Broadcasting period, broadcasting slots .** The client's advertisements will be aired according to the sequencing specified in the order confirmation. Unless specific broadcasting slots have been specified in the order confirmation, COCORMEDIACHANNEL® is responsible for determining broadcasting slots. Even in the case of agreed transmission slots, COCORCHANNEL® is entitled to reschedule these e.g. for reasons of the topicality of certain broadcasts. Clients may not claim a specific broadcasting priority or sequencing for their advertisement with respect to other advertisements.
12. **Government regulations.** The client alone is responsible for advertised design and content as well as compliance with government regulations. COCORMEDIACHANNEL® has the right to withdraw from a previously accepted order, provided that at the time of the order confirmation, COCORMEDIACHANNEL® was unaware of the design's and content's irregularities or if these turn out to be unethical or to violate a third party's rights or interests. In such cases, the client shall nonetheless pay the broadcasting fee in full.
13. **Rejection by authorities.** In case competent authorities or the owner of the object in question should, for whatever reason, object either to the content being broadcast, or to its remaining in place, or if COCORMEDIACHANNEL's right to use the object is terminated, all agreements concerning this matter will become null and void. The client is not entitled to compensation, unless he proves the a serious fault on COCORMEDIACHANNEL®. However, any prepayments of the broadcasting fee will be reimbursed. COCORMEDIACHANNEL® reserves the right to cancel the broadcasting (including the immediate stop of an ongoing campaign). In such a case COCORMEDIACHANNEL® can decline an order or rescind an effective order.
14. **Liability, limitations, consequential damages, force majeure, other disruptive events.** COCORMEDIACHANNEL® warrants that the client's media assets will be properly displayed in a timely manner, according to the agreed upon display calendar. Any claims for damages and notifications of defect may only be made during the contracted broadcasting period. Force majeure events like natural disasters, extraordinary weather conditions such as sustained periods of storm, cold and rain, etc. relieve COCORMEDIACHANNEL® of all liability. Under such conditions, COCORMEDIACHANNEL® may purposely be shut down in order to prevent damage, according to technical specifications. During such periods, the contract is suspended. Should one of the above mentioned events make it impossible or unreasonable to provide the contracted service, COCORMEDIACHANNEL® may even suspend its outdoor advertising activity, whereas the obligation to pay shall be proportionally reduced/reimbursed. Claims for damages arising herefrom are excluded. COCORMEDIACHANNEL® shall notify the client about such circumstances within a reasonable period of time and do its best to resume broadcasting as soon as possible. Claims for consequential damage are excluded, except in aggravated situations resulting from willful or grossly negligent acts on the part of COCORMEDIACHANNEL®. COCORMEDIACHANNEL® does not assume liability for reaching a specific level of outdoor advertising effectiveness.
15. **Subletting of advertising areas. Media agency.** Contracted display programming level may not be subcontracted or transferred to third parties, except if the client is a media agency acting in its own name, but on behalf of its own clients from its own portfolio. None of the advertising areas may be reserved perpetually to one client.
16. **Exclusion of competitors.** There is no exclusion of competitors and none whatsoever that may be requested by the client or otherwise granted by COCORMEDIACHANNEL®. Nevertheless, COCORMEDIACHANNEL® may unilaterally reject and filter out such clients, brands, or media content which is deemed to be unfit for the public image and public perception of Cocor Luxury Store representative standards.
17. **Data protection.** The client acknowledges that COCORMEDIACHANNEL® stores all customer-specific data needed for business transactions between the client and COCORMEDIACHANNEL®, including title, company/name, address, industry, clients portfolio, order history, etc. Data will be stored in a client database and will also be used for mailing informational material as well as for accounting purposes. The client authorizes COCORMEDIACHANNEL® to send informational material in the future including via electronic means (e-mail, etc.)

GENERAL TERMS AND CONDITIONS - 3

18. **Use of footage.** COCORMEDIACHANNEL® makes pictures and films of selected products and projects for market communication and advertising purposes. The client acknowledges that in this context, his advertising may be used and to this purpose his consent is always presumed, unless expressly revoked and notified.
19. **Copyright and right to use a work.** All copyrights for the advertising concept developed on behalf of the client for outdoor advertising, as well as any current or possible implementation are reserved by COCORMEDIACHANNEL® only. Such rights do not cover the client's pieces of advertisement themselves, nor their content. Use of these concepts by the client or by third parties commissioned by the client is subject to written approval by COCORMEDIACHANNEL®. This written approval must also specify the fee to be paid by the client.
20. **Rates.** Rates in effect at the time of the Client's filing of the order apply. Rates are expressed in EURO and are always subject to change. All rates are exclusive of VAT, agency commissions, advertising tax, payable according to the stipulated terms of payment, by wire transfer and without discount. Special discounts from the published rate card for partner agencies and permanent clients may be granted upon separate negotiation. Only payments made in RON directly to COCORMEDIACHANNEL® (COCOR SA designated bank accounts) will be accepted. COCORMEDIACHANNEL® reserves the right to adjust the rates according to the consumer price index.
21. **Shared advertisements (co-branding, cross-branding).** A surcharge of up to 200% may apply to services demanding or implying shared advertisements (posters advertising several brands or services offered in different relevant market segments or by different companies).
22. **Terms of payment.** In principle COCORMEDIACHANNEL® expects the payment in advance, within 5 working days from invoicing (within days upon order placement). Different terms may be conceded upon order confirmation and invoicing. In case of delayed payment or deferred payment, default legal interests will be charged. Any additional services rendered are due and payable immediately.
23. **Exoneration.** Should the client not comply with the terms of payment, COCORMEDIACHANNEL® may not fulfill the order or, as the case may be, discontinue the broadcast of all client's advertisements without further notice, following the expiry of a 3-day grace period. In the event that bankruptcy or compensation proceedings against the client are opened or a petition for initiating bankruptcy proceedings due either insolvency or insolvability, COCORMEDIACHANNEL® is entitled to refrain from fulfilling the order or, as the case may be, immediately remove all advertisements from broadcasting.
24. **Cancellation policy.** Effective and paid orders may be cancelled without charge up to 2 calendar weeks prior to the first broadcasting date as defined by COCORMEDIACHANNEL® calendar only. However, the production fees are due, unless the production has not started yet. Order cancellations after this deadline are subject to a conventional penalty of 20% of the gross order value excluding advertising tax. The difference to be reimbursed will in principle be credited to the client's account of any future order within the next 6 months. Cancellations shall be made in writing. Cancellations are deemed to be made in a timely manner depending on the day of receipt by COCORMEDIACHANNEL®. Cancellations may be made by mail, fax or e-mail.
25. **Warranty.** On principle, COCORMEDIACHANNEL® warrants that all orders will be performed in accordance with the contract. In the event that a faulty broadcast significantly reduces the advertising efficiency, the client may claim a substitute broadcast. This does not entitle the client to rescind the contract and/or to claim a price reduction, unless a substitute broadcast would not meet its purpose for reasons of relevance and/or topicality.
26. **Notifications.** All notifications of defects regarding COCORMEDIACHANNEL®'s products and services must be directed at SC COCOR SA within 5 workdays. After this date, COCORMEDIACHANNEL® shall not be required to accept any claims.
27. **Integrity.** The present Terms and Conditions apply correspondingly to all COCORCHANNEL® products.
28. **Litigation.** The Romanian legislation applies. The contractual relationship is under the jurisdiction of the competent judicial Courts from Bucharest.

Rates & General Terms and Conditions /Buying Policy
COCORMEDIACHANNEL® 2009
<http://www.cocormediachannel.ro/>
sales@cocor.ro