Warsaw, July 3, 2010

MEDIATEL S.A.
Execution of the decisive Service Level Agreement
Current report no. 27/2010

The Management Board of Mediatel S.A. with its register office in Warsaw ("Mediatel"), acting pursuant to article 56 (1) item 2 (a) of the Act of 29th July 2005 on public offering and conditions for introduction of financial instruments to the organized trading system and on public companies and § 5 (1) item 3) and §9 of the Regulation of the Minister of Finance of 19 February 2009 on current and interim reports published by issuers of securities and on conditions for recognition of information required by the non Member State regulations as equivalent, hereby informs that on 2nd July 2010 Mediatel and the company under the name of Mediatel 4B Spółka z ograniczoną odpowiedzialnością (a subsidiary fully owned by Aster Sp. z o.o. – upon fulfilling of a below-mentioned suspending condition) („M4B”) executed a Service Level Agreement (”Agreement, SLA”).

The subject matter of the Agreement is to define the terms and conditions for provision of Services (any and all services provided by Mediatel to M4B pursuant to the Agreement) and M4B Services (any and all services provided by M4B to Mediatel pursuant to the Agreement) as well as the terms of payment for Services and M4B Services to the other Party as well as the rules of cooperation between the Parties regarding supply of Products (services provided to Clients by M4B with the use of Mediatel Services) by M4B.

During the term of the Agreement, M4B obliges to pay the Guaranteed Sum (understood as the amount due to Mediatel for the Services and the sums paid by M4B to Telekomunikacji Polskiej S.A. (TP S.A.) for WLR and BSA services) amounting to net PLN 15 (fifteen) million. The Guaranteed amount shall be paid in the following manner: the amount not less than net PLN 10 (ten) million shall be paid by M4B within the first 24 months of the term of the Agreement, of which amount not less than net PLN 5 (five) million shall be paid by M4B within the first twelve months of the term of the Agreement.

Mediatel shall bear the liability in damages only with respect to the services provided pursuant to the terms and services set out in SLA, except for specific liability conditions set forth in the Agreement.

In addition, Mediatel shall be liable for non-performance or improper performance of the Agreement, including the services provided after exceeding maximum amounts of discounts set forth in SLA, also when and if the non-performance or improper performance stems from intentional fault or negligence. In such case, the Party seeking damages shall be obliged to prove non-performance of the obligation and the loss (exceeding of the value of discounts awarded under the SLA if seeking damages for using Services after exceeding maximum amounts of discounts set forth in SLA), whilst the other Party shall prove its intentional fault or negligence.
In case of loss, none of the Parties shall be responsible for the lost benefits, in particular, lost revenues, profits, expected savings or Clients.

The Parties hereby indemnify each other against warranties for physical and legal defects of the Services and Software, pursuant to the provisions set out in article 558 § 1 of the Civil Code.

Mediatel shall be entitled to subcontract the provision of Services (or any parts thereof) to third parties. Mediatel shall be liable for actions and omissions of its subcontractors and staff as for its own actions and omissions.

The Agreement is executed for the definite term of 120 months (ten years) commencing on 2nd July 2010. The Agreement is executed under a suspending condition stipulating transfer of the title of ownership of all shares in M4B to ASTER Sp. z o.o. in Warsaw, pursuant to the Shares Purchase Agreement of 2nd July 2010 (SPA).


Owing to the nature of the Agreement, it is not possible to estimate the value of benefits resulting from the Agreement; nevertheless, in the opinion of the Management Board, the minimum value of the Agreement resulting from the Guaranteed Sum is approximate to the criterion of 10% of the value of revenues for the recent four quarters of Mediatel Group.

Legal basis: Art. 56 section 1 (2) of the Act on Public Offering - current and periodic information, § 5 section 1 (3) of the Regulation of the Minister of Finance of 19 February 2009 on the current and periodic information to be published by the issuers of securities and conditions for recognizing as equivalent information required by the laws of a non-member state

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The President of Management Board
Mediatel S.A.

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Mediatel S.A.