

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

## CONTRACTUAL AGREEMENT BETWEEN

**The Supplier**                    *Transition Events and Marketing,  
 t/a Transition Media  
 6 Wool Rd.  
 London SW20 0HW  
 Registered as Sole Trader in the United Kingdom  
 Account No.:  
 IBAN:  
 BIC: I  
 Lloyds Bank*

and

**The Client**                    *Region Liptov, Slovakia  
 Štúrova 1989/41,  
 03101 Liptovský Mikuláš  
 Reg. No: 42 219 906  
 Tax Reg, No: 2023486069  
 Account No.  
 IBAN:  
 BIC:*

This Agreement ("Agreement") is made on 15<sup>th</sup> December 2015 between Region Liptov ("The Client") on the one part and Transition Media of 6 Wool Road, London SW20 0HW ("Transition Media") on the other part (each a "party").

### 1. SERVICES

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

- 1.1. trade marketing and public relations representation in the United Kingdom;
  - 1.2. support activities to promote the regions' tourist attractions and facilities in the United Kingdom;
  - 1.3. liaison and support for UK consumer marketing activity;
  - 1.4. organisation of press and familiarisation trips for UK press and travel operators;
- and -
- 1.5. UK press office function.

### 2. TERMS AND DURATION OF APPOINTMENT

This Agreement shall commence on 15<sup>th</sup> October 2015 for an initial period of six months and shall then be reviewed on the part of the Client. Transition Media will work with the Client on a non-exclusive basis for an initial 6 month period to service the Client's marketing and PR needs in the United Kingdom.

**3. REMUNERATION AND TERMS OF PAYMENT**

- 3.1. The monthly fee for the services described in clause 1 is set at €560.00 (the "Fee"). The Fee is exclusive of VAT where applicable. VAT will not be invoiced and will be paid in Slovakia by Region Liptov.
- 3.2. Transition Media shall invoice the Client on a monthly basis, on the 15<sup>th</sup> of each month to cover work undertaken during the previous month. Such invoices are to be paid in full within 28 days.

**4. CONFIDENTIALITY AND CONFLICT OF INTEREST**

- 4.1 Transition Media acknowledges a duty not to disclose without the Client's permission during or after the term of appointment any information which the Client has supplied Transition Media during the term of appointment except as required by Transition Media for the provision of the Services.
- 4.2 Transition Media hereby declares that no conflict of interest exists with the Client with regard to the object of this engagement.

**5. GENERAL**

- 5.1 The validity, construction and performance of this Agreement and any claim, dispute or matter arising under or in connection with it or its enforceability is governed by and will be construed in accordance with the law of England. Each party irrevocably submits to the exclusive jurisdiction of the English courts over any claim, dispute or matter arising under or in connection with this Agreement or its enforceability or the legal relationships established by it.
- 5.2 No variation or amendment of this Agreement or oral promise or commitment related to it will be valid unless in writing and signed by or on behalf of both Parties.
- 5.3 A person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

**6. TERMINATION**

- 6.1. This Agreement can be terminated by either Party giving a written notice of termination, such termination to occur three months after receipt of such notice by the non-terminating party ("Termination Period").
- 6.2. Transition Media shall continue to provide the Services until the expiry of the Termination Period and shall be entitled to remuneration in accordance with clause 3 hereof in respect of all activity during the Termination Period.

The Parties declare that they are in possession of a full copy of the terms of engagement.

For and on behalf of Transition Media  
Tim Holmes, Director

Signed. ....

Dated.....15.12.2015.....

For and on behalf of Region Liptov

Ing. Ján Blcháč, PhD, Chairman of the Board

Signed.....

Dated.....

Michal Beňo, Vice Chairmar

Signed.....

Dated.....

