

FRAMEWORK AGREEMENT
GENERAL CONTRACT of CO-OPERATION

According to the Act No. 513/1991 § 269 sec. 2 Coll.
 The Commercial Code and under subsequent amendments

Contracting Parties

Organization Name: **Oblasťná organizácia cestovného ruchu REGION LIPTOV**
 (Regional Travel and Tourism Organisation REGION LIPTOV)
Registered Address: Štúrova 1989/41, 031 01 Liptovský Mikuláš
IČO (Organisation ID Number): 42219906
DIČ (Organisation Tax ID Number): 2023486069
VAT ID: SK 2023486069
Bank Account Number: 2993673451/0200
 VUB a.s.
IBAN: SK79 0200 0000 0029 9368 9058
BIC: SUBASKBX
Represented by: Ing. Ján Bicháč, PhD. – Chair of the Board of Directors
 Ing. Michal Beňo – Deputy Chair of the Board of Directors
 (herein referred to as the "Client")

Contractor: **Audience Network Sp. z o.o.**
Registered Address: ul. Żeromskiego 7,
 05-075 Warszawa
NIP/VIES: PL 9512384089
Represented by: Radosław Podolak
 (herein referred to as the "Supplier")

Section I.
The Preamble

1. The "Client" and the "Supplier", by signing this Contract, agree to the conditions on which it is based. They agree to abide by the Contract conditions for a "Client" and a "Contractor"/"Supplier" by which they will co-operate in the future to market the Liptov region for Poland.
2. The "Supplier" undertakes to provide the services according to the conditions detailed in this Contract as well as in accordance with future addenda to this Contract and the "Client" undertakes to pay the "Supplier" the provisions according to the Section IV. of this Contract.

Section II.
Subject of Contract

- 2.1. Subject of this Contract is arrangement of mutual rights and responsibilities of contracting parties in promoting the Liptov in the market for Poland under the conditions stated hereunder in this Contract, whereby the mutual rights and responsibilities of Contracting Parties for that calendar year will be adjusted in the respective contract.
- 2.2. The "Supplier" will provide services based on the drawn up price quote for the time period from the 1st of July of the current year until the 15th of November of the current year.
- 2.3. Specification of the provided services:

- TG: All 18+, Polish, people who interested in travel and holidays
- Campaign goals: reach users who are interested in travel to Slovakia (based on behavioural data), convince users to choose the Liptov District than other regions, show the wide proposal of Liptov District, commercial broadcast to users who are looking for places with unusual nature, folklore and traditions
- Action/placement: website package (whitelist and tourism)
- Ad format: spot video
- Model of settlement: CPV
- Detailed reporting after the end of the campaign.

Section III. Running time of the Contract

- 3.1. The Contract comes in force and effect on the day of signature by both Contracting Parties.
- 3.2. This Contract is concluded for an unlimited period of time
- 3.3. Termination of this Contract is stipulated in Section VII. of this Contract

Section IV. Fees for Service Rendered

- 4.1. The Contracting Parties agree, that the "Client" will pay the "Supplier" fee after the end of the campaign. A provision that is beforehand agreed by the OOCR REGION LIPTOV.
- 4.2 The fee for services is 15 000 €.

Section V. Responsibilities

- 5.1 The "Supplier" will be providing their services with specialist care. The "Supplier" is responsible for any damages, losses or expenses (herein "Losses") arising from negligence or deliberate actions. The "Supplier" is not responsible for the losses arising from unlawful, misleading or incomplete information provided by the "Client" or caused by actions or omissions by another person than the "Supplier", if the "Supplier" proves that the other person did not act according to the instructions or with the permission of the "Supplier"
- 5.2. If the "Client" discovers discrepancies in fulfilling the subject of the contract by the "Supplier", the "Client" will point those out to the "Supplier", who has the responsibility to immediately remedy any issues.
- 5.3. The "Client" is responsible for providing the complete information about publishing all necessary logos which are imperative for the needs of this Contract.
- 5.5. The "Supplier" is responsible to publish every logo that was provided by the "Client" according to the paragraph 5.3. of this Contract.

Section VI. Notices

- 6.1. All notices according to this Contract must be in writing, especially the Termination of this Contract, and delivered by hand, post or by a courier and delivery confirmation receipt must be obtained. A notice is considered delivered only at the time of handing it in and when written receipt confirming delivery (if hand delivered) or delivery confirmation (if sent by post or a courier) is obtained.
- 6.2. The notices are to be sent by the Contracting Parties to the registered addresses detailed in Section I. of this Contract.

**Section VII.
Termination of the Contract**

7.1. It is possible to terminate this Contract by written agreement of both Contracting Parties by giving a "Notice of the Termination of the Contract" or unilateral Abandonment of the Contract.

7.2 Either of the Contracting Parties can give the written "Notice of Termination of the Contract" for any or none reason. The "Notice" period of 15 (fifteen) days starts the day after the "Notice" was delivered to the other contracting party.

7.3 A contracting party has a right to "Abandon" this "Contract" if the other party failed to meet agreed fulfilment according to this Contract and if this failure was not rectified even during the ten (10) working days period from receiving the notice in writing, containing a description of failure and notice to remedy the situation. If this Contract does not state differently, the "Abandonment of the Contract" is administered according to the § 344 of The Commercial Code.

**Section VIII.
Final Provisions**

8.1. This Contract is governed by the laws of the Slovak Republic.

8.2 The Contract comes in effect on the day of signature by both Contracting Parties under the condition that it was published by the "Client". The Contract comes to force the day following the day of publication on the web portal of the "Client". The "Client" is responsible for announcing without delay the publication of the Contract to the "Supplier".

8.3 The Contract can be altered only in writing, by ascending order of addenda which are going to be concluded by mutual agreement of both Contracting Parties.

8.3. The Contracting Parties are obliged to express their opinion on the suggestion of a possible addendum in five (5) working days, from the day of its delivery.

8.4. The Contracting Parties are required, without delay, to give written notice of any changes in data entered in Section I. of this Contract, to the other contracting party, directly to their official email address and by post to their registered address.

8.5. The Contracting Parties are obliged to resolve any disputes arising from this Contract, as a priority, by making an agreement through their representatives. If they are not able resolve the dispute by reaching an agreement, whichever of the Contracting Parties has the right to bring the disputed matter before the court of competent jurisdiction of the Slovak Republic.

8.6. The Contract is supplied in two copies, one to be received by the "Client" and the other one by the "Supplier".

8.7. The two Contracting Parties declare that the Contract is concluded under their free will and in all seriousness, not under any disadvantageous conditions, not under any duress, not under any pressure and after mutual consideration. Both parties also declare that they do not know of any facts that would make this contract void, respectively prevent enforcement of this contract, that they both read and understood this contract in full and that they agree with the above statements and confirm this fact by their own respective hand signatures.

8.8. The relationships between the two Contracting Parties which are not specified in this Contract are governed by provisions of appropriate laws, especially the Commercial Code.

In Liptovsky Mikuláš on the 4 day of the 5 month of the year 2018

The Client:

.....
Ing. Ján Blch
Chair of the Board of Directors

.....
Ing. Michal Beňo
Deputy Chair of the Board of Directors

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


visitliptov.sk

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

The Supplier:

.....
 Marcin Filipowicz
Wiceprezes Zarządu

 Grzegorz Kosiński
Prezes Zarządu

 Audience Network Sp. z o.o.
ul. Żeromskiego 7
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