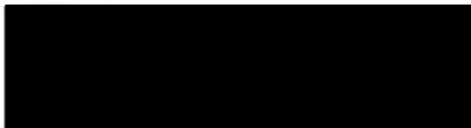
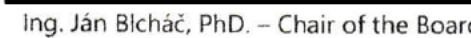
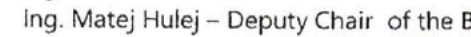


**FRAMEWORK AGREEMENT  
GENERAL CONTRACT of CO-OPERATION**

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:   
IBAN:   
BIC:   
Represented by: Ing. Ján Blcháč, PhD. – Chair of the Board of Directors  
Ing. Matej Hulej – Deputy Chair of the Board of Directors  
(herein referred to as the "Client")

**Contractor:** **KonsulTra BVBA**  
Registered Address: Pastorijweg 78  
1790 Hekelgem  
NIP/VIES:  
VAT ID: BE 0553.806.256  
Represented by: Kris Van den Broeck, kris@konsultra.be  
(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 "Supplier" by which they will co-operate in the future to market the Liptov/Tatry region for the countries of BENELUX.
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. The subject of this Contract is arrangement of mutual rights and responsibilities of contracting parties in promoting the Liptov/Tatry region in the market for the BENELUX countries under the conditions stated hereunder in this Contract, whereby the mutual rights and responsibilities of

Contracting Parties for each calendar year will be adjusted in the respective contracts or in addenda about co-operation.

2.2. The "Supplier" will provide public relations services based on the drawn up price quote for the time period from the 1<sup>st</sup> of April 2020 till the 31<sup>th</sup> of December 2021, whereby the "Supplier" will draw up the price quotation in writing and deliver it to the "Client" in which the "Supplier" will start to provide their services in the Public Relations field and which will form, after the acceptance by the "Client", integral part of the respective contracts or addenda about co-operation.

2.3. Description of the provided services:

- 2.3.1 Modifying the informative, respresenting web page [www.reizennaartatras.be](http://www.reizennaartatras.be) according to the conditions agreed in written form
- 2.3.2 Digital media campaign to the agreed extent which will be specified in an addendum to this Contract: preparation of the content, management of the ads, social media management, purchasing media space. The date of tth purchase of the digital media space will be agreed in written form separately.
- 2.3.3 Preparing and distributing 2 consumer newsletters in digital form
- 2.3.4 Press relations – press release, preparing the content and distribution
- 2.3.5 Detailed monthly reporting (prior to the 30<sup>th</sup> day of the following month)

### **Section III. Running time of the Contract**

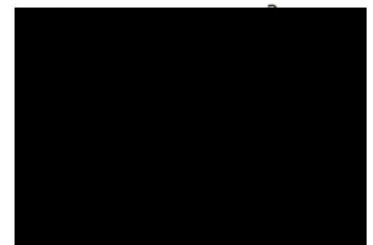
- 3.1. The Contract comes in force and effect on the day of signature by both Contracting Parties.
- 3.2. This Contract is concluded for a limited period of time from the 1<sup>st</sup> of April 2020 till the 31<sup>th</sup> of December 2021.
- 3.3. Termination of this Contract is stipulated in Section VII. of this Contract

### **Section IV. Fees for Service Rendered**

- 4.1. The Contracting Parties agree, that the "Client" will pay the "Supplier" provision for every time period from the 1<sup>st</sup> of April 2020 till the 31<sup>th</sup> of December 2021 according to the Addendum nr.1 to this Contract. More detailed provisions payment conditions will be agreed by the Contracting Parties the Addendum nr. 1 to this Contract.

### **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. Domains purchased for the needs of the co-operation which is the subject of this Contract, the content of the web page as well as Facebook profile are the property of the "Client". When the contract comes to its end, the "Supplier" will hand over all the access codes for the web page as well as the Facebook, access to acquired contacts and to Google Analytics to the "Client".

5.4. The "Client" is responsible for providing the complete information about publishing all necessary logos in the PR campaign 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 5.4. 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 amendments 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 amendment 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.

8.9. The Contracting parties expressly agreed that if marketing campaigns cannot be carried out in particular in relation to the COVID-19 disease caused by SARS-CoV-2, the Client has the right to withdraw the contract according to 7.2. of this contract.

In Liptovský Mikuláš on the 1<sup>st</sup> of April 2020

The Client:

.....  
Ing. [Redacted]

Chair of the Board of Directors

.....  
Ing. Matej Hulej

Deputy Chair of the Board of Directors  
REGION LIPTOV - Oblasťná organizácia cestovného ruchu  
Štúrova 1989/41, 031 42 Liptovský Mikuláš  
IČO: 42219906, DIČ: 2023486069  
IČ DPH: SK 2023486069  
Tel.: +421 44 55 65 401

The Supplier:

[Redacted]  
Konsultra bvba

[Redacted]

**ADDENDUM I.**  
**to the**  
**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:	<b>Oblasťná organizácia cestovného ruchu REGION LIPTOV</b> (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
IBAN:	VUB a.s. SK79 0200 0000 0029 9368 9058
BIC:	SUBASKBX
Represented by:	Ing. Ján Blcháč, PhD. – Chair of the Board of Directors Ing. Matej Hulej – Deputy Chair of the Board of Directors

(herein referred to as the "Client")

<b>Contractor:</b>	<b>KonsulTra BVBA</b>
Registered Address:	Pastorijweg 78 1790 Hekelgem
NIP/VIES:	
VAT ID:	BE 0553.806.256
Represented by:	Kris Van den Broeck, kris@konsutra.be

(herein referred to as the "Supplier")

**Section I.**  
**Subject of Addendum**

1. The "Client" and the "Supplier", by signing this Addendum, agree to the following budget and payment conditions:

## CAMPAIGN BUDGET

CAMPAIGN WEBSITE		EUR
Development Campaign Website		
<a href="http://www.reizenkaartatras.be">www.reizenkaartatras.be</a>	Copywriting, modifications and new content (blog, practical informations, inspirational travel packages and trips)	900
<a href="http://www.tatrabergen.be">www.tatrabergen.be</a>		
ONLINE MARKETING		
Management of the ads	Creation of the ads (creatives)	1000
	Managing the add campaign for traffic building and stimulating Facebook likes (4 months add management in total)	1820
Mediabudget	Facebook Ads to promote the number of fans	800
	Facebook Ads / Instagram Ads to generate traffic to the website	4400
	Facebook As / IG remarketing and look a like audience (to generate returning traffic to the concrete tips and package ideas)	1580
Social media management	Management of the new Dutch speaking Facebook Page	3800
	Creation of minimum 1 Facebook post per week	
	Reacting to Facebook ads and interacting with users	
Consumer newsletters	Creation and sending of 2 consumer newsletters (September and November)	500
	Template for consumer newsletter by graphic designers	
PROJECT MANAGEMENT AND COORDINATION		
Project Management and Coordination		
	Coordination of all steps of the campaign	5200
	Reports on the status and updates of the campaign	
	1 day per month	
TOTAL		20000

## PAYMENT CONDITIONS

1 <sup>st</sup> payment:	until 15.07.2020	2.500 EUR according to the issued invoice
2 <sup>nd</sup> payment:	until 15.09.2020	2.500 EUR according to the issued invoice
3 <sup>rd</sup> payment:	until 15.01.2021	5.000 EUR according to the issued invoice
4 <sup>th</sup> payment:	until 15.03.2021	5.000 EUR according to the issued invoice
5 <sup>th</sup> payment	until 15.06.2021	5.000 EUR according to the issued invoice

- The "Supplier" will issue the invoice 7 days before the payment is due. The "Client" will pay the deposit according to the payment conditions.
- The "Client" reserves the right to change the payment taken into consideration the spread of the COVID 19 disease. The modification of the payment conditions shall be agreed in written form by means of a new amendment agreement.

4. The "Client" and the "Supplier" have agreed on the implementation of the following activities in 2020: development of the web page (modification and extension of the content), creation and distribution of 2 informative digital newsletters, managing the facebook profile and interaction with the visitors, creation of the social media content.

In Liptovský Mikuláš on the 1<sup>st</sup> of April 2020

The Client

.....  
Ing. Ján B

Chair of the Board of Directors

.....  
Ing. Mate

Deputy Chair of the Board of Directors

Konsultra bvba

REGION LIPTOV - Oblasťná organizácia cestovného ruchu

Štúrova 1989/41, 031 42 Liptovský Mikuláš

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