

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

Company Name: REGION LIPTOV, DMO
Registered Address: Štúrova 1989/41, 031 42 Liptovský Mikuláš
IČO (Organisation ID Number): 42 219 906
DIČ (Organisation Tax ID Numb.): 2023486069
VAT ID: SK 2023486069
Banking: VUB Banka, a.s.
IBAN: [REDACTED]
Represented by: Ing. Ján Blcháč, PhD., predseda predstavenstva
 Ing. Matej Hulej, podpredseda predstavenstva

(herein referred to as the "Client")

Contractor:

Company Name: PROFESMEDIA
Registered Address: Krokusowa 24H, 32-600 Poręba Wielka
VAT ID PL8821761595
Phone: +48 609 537 700
E-mail: info@profesmedia.eu
Banking: ING BANK
IBAN: [REDACTED]

Represented by: Mgr Piotr Jelonek - owner

(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 Tatras region in Slovakia for the country of Israel.

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 Tatras/Liptov region in the Polish market under the conditions stated hereunder in this Contract.

2.2. The "Supplier" will provide marketing services for the time period from the 23-th of December of until the 31-th of December 2020.

2.3. Description of the provided services:

2.3.1 Organization of paid publications on large Polish internet portals (ONET.PL, GAZETA.PL).

2.3.2 Arrangement of editorial publications on large Polish internet ski portal. (SKIONLINE.PL).

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 ill to 31.12.2020

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 will pay the cost of media in the amount 11 361 EUR and the "Supplier" provision 541 EUR during the campaign period.

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 in the PR campaign which are imperative for the needs 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".

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 Liptovský Mikuláš on the 23.12 of the year 2020

The Client:



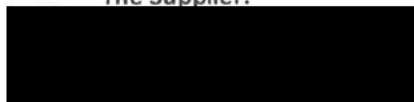
.....
Ing. Ján Blcháč PhD., chairman of board



.....
Ing. Matej Hulej , vice chairman of board

In Liptovsky Mikulaš on on the 23.12 of the year 2020

The Supplier:



Mgr Piotr Jelonek

PROFESMEDIA
ul. Krokusowa 24H
32-600 Poręba Wielka
NIP 8821761595 R-891082568

CLIENT REGION LIPTOV

Oblasťná organizácia cestovného ruchu Štúrova 1989/41

031 42 Liptovský Mikuláš, Slovensko

ICO: 42219906

DIC: 2023486069

IC DPH: SK2023486069

ORDER 1/12/2020

We order publication according to media plan:

PUBLICATION IN THE MEDIA	FORMAT	PROMOTION METHOD	PERIOD	READING ESTIMATION	PRICE EUR
SKONLINE.PL	advertorial + link na FB + promo home page	dedicated partner material (native article) promotion of the partner's article on the main page of skonline.pl and FB	23-31.12.2020	5 000 PV	1 845 €
	LIVE	LIVE from Tatras	23.12.2020	20 000 VV	
	Vlog/live	Recording of Vlog pt. „Ski trip to Slovakia“, FB LIVE from Slovakia FB I IG during the skionline stay in Slovakia	30.12.2020	30 000 VV	3 075 €
GAZETA.PL	Advertorial + Infolink on the home page	1 week home page / podroze.gazeta.pl 48h on home page gazeta.pl + infolink	23-31.12.2020	9 000 PV	2 900 €
ONET.PL	Advertorial + promo all ONET	Publication of the article @ wiadomosci.onet.pl + promotion on the entire onet website with a traffic guarantee	23-31.12.2020	12 000 PV	3 000 €
				76000 PV/VV	

PAYMENT DETAILS:

Payment by - bank transfer:

IBAN: PL37 1050 1979 1000 0091 1006 6322

SWIFT: INGSPPLPWXXX

ING Bank Śląski SA, Sokolka 34 40-086 Katowice

Payment Date: 12.01.2021

Media cost	€	10 820
Agency fee 5%	€	541
SUM	€	11 361

PROFESMEDIA

ul. Krokusowa 24H

32-600 Poreba Wielka

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