

**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  
 IBAN: [REDACTED]  
 BIC: [REDACTED]  
 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:** **The eXcellence Group**  
 Registered Address: Bearpark, Abbotswood, Guildford, Surrey, GU1 1UX  
 Organisation ID Number: 08787760  
 VAT ID: not applicable  
 Bank Account: [REDACTED]  
 IBAN: [REDACTED]  
 BIC: [REDACTED]  
 Represented by: Yves de Contades  
 Contact person: Mr. Ramy Salameh  
 (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/Tatry region for the UK.
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/Tatry region in the UK 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 marketing and public relations services based on the drawn up price quote for the time period from the 22<sup>nd</sup> of March 2021 till the 31th of August 2021, whereby the "Supplier" will draw up the price quotation in writing and deliver it to the "Client" 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 **Tour operators, sales calls and webinar:** Initiate and follow up cooperation with UK Based tour operators interested in preparing travel products to the Liptov / Tatry region. Make contact with the travel trade such as tour operators (min. 3 during the duration of the project term) to expand existing product portfolio and / or to develop new products to the Liptov and Tatry region. Develop a Virtual Webinar - a 1 hour workshop / webinar online with the theme sustainability or similar.
- 2.3.2. **Press trip management:** Attract key Trade, Leisure Press/Vloggers and influencers with their own YouTube Channel with significant number of subscribers and create content about the Liptov and Tatry related to their personal visit in the Liptov and Tatry region joined by Ramy J Salameh as a Journalist and Content producer to the destination. Collect and collate material for Enjoy Tatras YouTube Channel, as well for the key Trade and Leisure Press/Vlogger's YouTube Channel.
- 2.3.3. **Media lobbying:** Utilize the Sports Travel Guide content and distribute to various platforms in form of published work. To publish minimum 2 Press Release information primarily through 'The International Travel Writers Alliance' (ITWA) which is distributed to 2,200 Travel Journalists (or similar).
- 2.3.4 **Sports club and adventure group travel:** Stimulate relationship between UK based sports clubs/groups and start developing 'Twinning' relationship with clubs in the Liptov and Tatry region.
- 2.3.5. **Social media:** Organically build engagement on primarily Instagram and Facebook using imagery from the Liptov and Tatry region and new content collected from press trips.
- 2.3.6. **Exhibition attendance:** Develop new partnerships and to gain greater visibility of the Liptov and Tatry region, for example: Londonebikefestival.co.uk (25-27 June 2021) (where exhibitions are not virtual and there is transport / lunch expenses in and around London this should be covered by The Client outside of the above agreed fee). Other relevant exhibitions to be sourced in agreement period,
- 2.3.7. **Reporting:** Detailed monthly reporting (prior to the 30th 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.

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" a provision 9500 EUR including VAT that is beforehand agreed by the OOCR REGION LIPTOV. More detailed provisions payment conditions will be agreed by the Contracting Parties in separate contracts or in addenda 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. The content of the web page enjoytatra.com as well as Facebook and Instagram profiles used for the purposes of this contract are the property of 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 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.

8.9. The Contracting parties expressly agreed that due to the ongoing restrictions and volatility of the travel industry in particular in relation to the COVID-19 disease caused by SARS-CoV-2, the Contracting

In Liptovský Mikuláš on the 22. day of the III. month of the year 2021

The Client:

.....  
Ing. Ján Blicháč, PhD.,  
Chair of the Board of Directors

.....  
Ing. Matej Hulej  
Deputy Chair of the Board of Directors


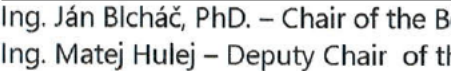

The Supplier:

REGION LIPTOV - Oblastná organizácia cestovného ruchu  
Štúrova 1989/41, 031 42 Liptovský Mikuláš  
IČO: 42219906, DIČ: 2023486069  
IČ DPH: SK 2023486069  
Tel.: +421 44 55 65 401

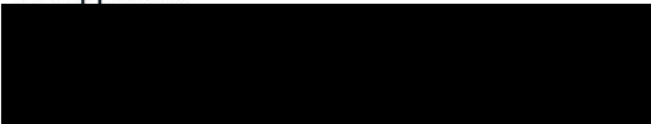


**ADDENDUM I.**  
**to the**  
**FRAMEWORK AGREEMENT**  
**GENERAL CONTRACT of CO-OPERATION**

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:	
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")

<b>Contractor:</b>	<b>The eXcellence Group</b>
Registered Address:	Bearpark, Abbotswood, Guildford, Surrey, GU1 1UX
Organisation ID Number:	08787760
VAT ID:	not applicable
Bank Account:	
IBAN:	
BIC:	
Represented by:	Yves de Contades
Contact person:	Mr. Ramy Salameh

(herein referred to as the "Supplier")

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

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

### **1.1. CAMPAIGN BUDGET**

#### **Tour operators, sales calls and webinars: 2 500 EUR**

Initiate and follow up cooperation with UK based tour operators interested in preparing travel products to the Liptov/Tatry region. Make contact with the travel trade such as tour operators (min. 3 during the duration of the project term) to expand existing product portfolio and / or to develop new products to the Liptov and Tatry region. Develop a Virtual Webinar - a 1 hour workshop / webinar online with the theme sustainability or similar.

#### **Press trip management: 1 084 EUR**

Attract key Trade, Leisure Press/Vloggers and influencers with their own YouTube Channel with significant number of subscribers and create content about the Liptov and Tatry related to their personal visit in the Liptov and Tatry region joined by Ramy J Salameh as a Journalist and Content producer to the destination. Collect and collate material for Enjoy Tatras YouTube Channel, as well for the key Trade and Leisure Press/Vlogger's YouTube Channel.

#### **Media lobbying: 833 EUR**

Utilize the Sports Travel Guide content and distribute to various platforms in form of published work. To publish minimum 2 Press Release information primarily through 'The International Travel Writers Alliance' (ITWA) which is distributed to 2,200 Travel Journalists (or similar).

#### **Sports club and adventure group travel: 833 EUR**

Stimulate relationship between UK based sports clubs/groups and start developing 'Twinning' relationship with clubs in the Liptov and Tatry region.

#### **Social media: 2250 EUR**

Organically build engagement on primarily Instagram and Facebook using imagery from the Liptov and Tatry region and new content collected from press trips.

#### **Exhibition attendance: 416 EUR**

Develop new partnerships and to gain greater visibility of the Liptov and Tatry region, for example: Londonebikefestival.co.uk (25-27 June 2021) (where exhibitions are not virtual and there is transport / lunch expenses in and around London this should be covered by The Client outside of the above agreed fee). Other relevant exhibitions to be sourced in agreement period,

### **1.2. PAYMENT SCHEDULE**

- 1.2.1. The "Supplier" will issue an invoice 7 days before the payment is due. The "Client" will pay the deposit according to the payment schedule.

1.2.2. The "Client" will pay a provision 7 916 EUR on the 30<sup>th</sup> of March 2021.

In Liptovský Mikuláš on the 22<sup>nd</sup> day of the 3<sup>rd</sup> month of the year 2021

The Client

.....  
Ing. Ján Bicháč, PhD.,  
Chair of the Board of Directors

.....  
Ing. Matej Hulej  
Deputy Chair of the Board of Directors

REGION LIPTOV - Oblastná organizácia cestovného ruchu  
Štúrova 1989/41, 031 42 Liptovský Mikuláš  
IČO: 42219906, DIČ: 2023486069  
IČ DPH: SK 2023486069  
Tel.: +421 44 55 65 401