

**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: Región Vysoké Tatry

Registered Address: Starý Smokovec 1, 062 01 Vysoké Tatry

IČO (Organisation ID Number): 42234077

DIČ (Organisation Tax ID Number): 2023468403

VAT ID: SK2023468403

Banking: J&T Banka a.s.

IBAN: SK31 8320 0000 0013 0000 1042

SWIFT: JTBPSKBA

Represented by: Michal Sýkora

(herein referred to as the "Client")

Contractor:

Company Name: Creative Gotland AB

Registered Address: c/o Bylund, Irisdalsgatan 4, 621 42 Visby, Sweden

VAT ID: SE559050282801

Phone: +46 738 500 700

E-mail: niclas@creativegotland.com

Banking: SWEDBANK

IBAN: SE77 8000 0832 7991 3637 4338

Represented by: Niclas Bylund

(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/Liptov region for the countries of SCANDINAVIA.
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 market for the SCANDINAVIAN 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 1st of October 2019 of the current year until the 30th of June 2020 of the following calendar year. The "Supplier" drew up the price quotation in writing and delivered it to the "Client" 18th of September 2019.

2.3. Description of the provided services:

- 2.3.1 Adding an informative web page in Danish language for the needs of the campaign in domain .dk, to the already existing .se, .no and .fi versions (minimally to contain the main page + four (4) sub-pages: welcome page, presentation of the region page, presentation of the activities page, offers page, list of tour operators operating in the region) including the SEO (Search Engine Optimisation). The exact structure and content will be the subject of an agreement between the Contracting Parties.
- 2.3.2 Facebook and Google AdWords to the agreed extent which will be specified in an addendum to this Contract. Ad creation, management of the Ads, social media management.
- 2.3.3 Acquiring of potential business partners – tour operators – leading to a business contract. Selection, preparation and follow up of educational trips for touroperators from Scandinavia.
- 2.3.4. Detailed monthly reporting (prior to the 30th day of the following month) about all activities, including the copies of Facebook, Instagram and Google Ads.

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 until the 30th of June 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 the "Supplier" provision for every time period from the 1st of October to the 30th of June 2020. More detailed provisions payment conditions will be agreed by the Contracting parties 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. 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 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 Starý Smokovec on the 24th day of the 9th month of the year 2019

The Client:

The Supplier:

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Michal Sýkora
Chairman of the Board

.....

Ing. Richard Pichonský
Deputy Chairman of the Board

**ADDENDUM
to the
FRAMEWORK AGREEMENT**

According to the Act No. 513/1991 § 269 sec. 2 Coll.
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Contracting Parties

Company Name: Región Vysoké Tatry

Registered Address: Starý Smokovec 1, 062 01 Vysoké Tatry

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Represented by: Michal Sýkora

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Contractor:

Company Name: Creative Gotland AB

Registered Address: c/o Bylund, Irisdalsgatan 4, 621 42 Visby, Sweden

VAT ID: SE559050282801

Phone: +46 738 500 700

E-mail: niclas@creativegotland.com

Banking: SWEDBANK

IBAN: SE77 8000 0832 7991 3637 4338

Represented by: Niclas Bylund

(herein referred to as the "Supplier")

1. The "Client" and the "Supplier", by signing this Addendum, agree to the campaign budget and payment conditions as specified below:

1.1. Timeline of activities

1st of October 2019

Start of the initial Ad campaigns (winter focus)

Landing sites up and running (DK/FI)

December 2019 -February 2020 Dual campaigns (Winter/Hiking)
March – June 2020 Summer/hiking focus on ads
Report on full activities.

1.2. Budget

Project Management	6 000 EUR
Monthly reports	
Contacts with relevant Tour Operators in the Scandinavian countries	
Campaigning creation	
Meeting(s) with clients	
Conference calls	
Social Media Management (Instagram/FB)	
Administrative costs	
Copywriting/Translations	940 EUR
Translation of text for the campaign website(s) (DK)	940 EUR
Online Marketing Campaign	9 660 EUR
Domain Names (NO/SE/DK/Fl)	250 EUR
Ad creation and management	1 500 EUR
Media Budget FB/Insta	3 955 EUR
Media Budget Google Ads	3 955 EUR
Spend not included in budget (travel related costs)	
Total Campaign budget	16 600 EUR

VAT and extra cost for study trips not included.

1.3. Payments

1st deposit payment:	20.10.2019	6 600 EUR
2nd deposit payment:	20.11.2019	10 000 EUR

- The "Client" and the "Supplier" agree that "Supplier" will send a deposit invoice 7 days before the payment is due. The "Client" will pay the proforma invoice according to the payment conditions specified in the paragraph 1.3. of this Addendum.

In Poprad on the 24th day of the 9th month of the year 2019

The Client:

The Supplier:

.....

Michal Sýkora
Chairman of the Board

.....

.....

Ing. Richard Pichonský
Deputy Chairman of the Board