

COOPERATION AND PROMOTION AGREEMENT 6/2019

made in accordance with Section 269 par. 2 of the Commercial Code No. 513/1991 Coll. in the wording of subsequent regulations in conjunction with the provisions of Section 8 and the provisions of Section 11 par. f) and g) of Law Act No. 91/2010 Coll. on Tourism Support as amended

BY AND BETWEEN

Name KOOCR: Košice Region Tourism
With registered office at: Hlavná 48, 040 01 Košice, Slovak Republic
CRN: 42 319 269
TIN: 2023656833
Bank: Prima banka
IBAN: SK75 5600 0000 0070 5140 2001
registered in: Register of Tourism Organizations kept by the Ministry of Transport and Construction of the Slovak Republic, Section of Tourism
File No.: 25659/2012/3130 SCR, 16142/2017/SCR
Acting on behalf of the organization: Ing. Ondrej Bernát, Chairperson
Mgr. Lenka Vargová Jurková, Managing Director

(hereinafter referred to as the "Organizer")

and

Business name: Eurowings Aviation GmbH
with registered office: Waldstraße 249, 51147 Köln, Germany
CRN: 338889900
VAT ID: DE301563771
Bank: Deutsche Bank Köln
IBAN: DE84370700600338889900

(hereinafter referred to as the "Partner")

(The Organizer and the Partner hereinafter jointly referred to as "**the Parties**" and each of them separately as "**the Contracting Party**")

The Parties declare that they are eligible for legal acts, and in this Agreement on Cooperation and Promotion (hereinafter referred to as the "Agreement") of the following content, they express their free, serious and shared will

AS FOLLOWS:

PREAMBLE

The purpose of this Agreement is to regulate the terms, rights, and obligations of the Contracting Parties as part of the cooperation at the ITF Slovakiatour 2019 International Trade Fair, which will take place from 24th January to 27th January 2019 at the INCHEBA EXPO Bratislava Exhibition Centre, with the purpose of presenting the destination of the Košice Region as well as its transport accessibility from all over Slovakia and from all over the world through the Košice metropolis on the grounds that the Organizer is a regional tourism organization promoting the Košice Region and the Partner is a legal entity with its subject matter of business in transport and related activities, while it is in the common interest of the Contracting Parties to interconnect these two areas by mutual cooperation.

1. SUBJECT MATTER OF THE AGREEMENT

- 1.1 The subject matter of this Agreement is the mutual and gratuitous cooperation and promotion of the Parties during the Fair within the scope of the rights and obligations of the Contracting Parties under Articles 2, 3, and 4 of this Agreement (the "Subject Matter of the Agreement").

2. RIGHTS AND OBLIGATIONS OF THE ORGANIZER

- 2.1 The Organizer is obliged to procure the development of the design of the artistic and architectural solution of the exhibition exposition – a stand, according to the topic assigned and its implementation and installation during the Fair on an area of 154 m² according to Annex No. 1 to this Agreement (graphic visualization of the stand).
- 2.2 The Organizer undertakes to procure a comprehensive organization of the exposition during the Fair, consisting primarily in arranging:
- (i) the presentation counter for the Partner – the carrier,
 - (ii) catering (refreshments and meals) throughout the duration of the Fair,
 - (iii) reserved space for pre-arranged negotiations or ad hoc meetings with partners (B2B, B2C),
 - (iv) open space for networking and presentation activities,
 - (v) a complete time and space schedule for the operation of the Fair exposition.
 - (vi) Arrangement of filling the position of presentation counter staff
- 2.3 The Organizer will perform a complex organization of promotional venture, (i) a press conference with the participation of the present partners and members of the Regional Tourism Organization of the Košice Region Tourism.
- 2.4 In order to meet its obligations under this Agreement, the Organizer shall be entitled to require the necessary interoperability from the Partner. The Partner shall be required to provide such interoperability in accordance with the purpose and objectives of this Agreement.
- 2.5 At least 14 calendar days before the opening of the Fair, the Organizer shall be obligated to send organizational instructions to the Partner in writing or by e-mail to the address as indicated in Article 6, par. 6.1 of this Agreement.

3. RIGHTS AND OBLIGATIONS OF PARTNER

- 3.1 The Partner shall be required to designate at least one representative/relevant agent of the Partner who will be present at the stand throughout the duration of the Fair i. e. from 24/01/2019 to 27/01/2019, and their alternate.
- 3.2 Other obligations of the Partner shall include the following:
- (i) Providing promotional and presentation materials for VIP guests, for about 60 persons;
 - (ii) Providing presentation materials and giveaways for visitors of the stand
 - (iii) Providing flight attendant's uniform (1set) for purpose of partner's presentation at the stand
 - (iv) Background materials for marketing and presentation purposes - providing a company logo – pf the Partner and presentation videos;

(v) Attendance of the Partner's agent at the press conference to be held on 24/01/2019 at 09:00. in the EXPO ARENA at the Incheba exhibition venue.

3.3 The Partner shall be obliged to send the Organizer information on the previously agreed B2B business meetings at the Kosice Region stand, immediately after the agreed date of the meeting. The preceding sentence shall also apply mutatis mutandis to the change of the relevant meetings.

3.4 In order to meet the obligations arising from this Agreement, the Partner shall be entitled to require the Organizer to interoperate, particularly when preparing a press conference and press release. The Organizer shall be required to provide such interoperability in accordance with the purpose and objectives of this Agreement.

4. SPECIFIC ARRANGEMENTS AND DECLARATIONS BY THE CONTRACTING PARTIES

4.1 In order to meet the purpose and subject matter of this Agreement under Art. II (1) and (2) of this Agreement, the Parties agree as follows:

- (i) Each of the Parties undertakes to comply with its obligations under this Agreement with due diligence and care,
- (ii) The Parties undertake to cooperate in close cooperation in the preparation and implementation of the Subject Matter of this Agreement under Article 1 of this Agreement,
- (iii) The Parties undertake to inform each other truthfully and in good time of all the essential facts relating to the Subject Matter of this Agreement and which are necessary for the successful attainment of the purpose and objective of this Agreement,
- (iv) The Parties undertake to ensure that implementation of those activities is carried out in such a way that the individual activities of the Parties are materially and temporally aligned.

4.2 The Partner declares that it has acquainted himself with the graphic visualization and architectural design of the Košice exhibition exposition area and has no reservations against these.

4.3 The Parties undertake to procure and take into account all the available information regarding the Subject Matter of this Agreement, as well as its decision-making in order to avoid damages and to ensure that the interests of the Parties are not compromised in any other way.

4.4 Each Contracting Party shall be entitled to require from the other Contracting Party to demonstrate the performance of the Subject Matter of this Agreement in an appropriate form, in particular by processing the photo documentation.

5. DURATION OF THE AGREEMENT

5.1 **Period of the duration of this Agreement.** This Agreement is being made for a specified period of time until 28/02/2019.

5.2 This Agreement may be terminated before the expiry of its term by written agreement of the Contracting Parties.

6. CONTACT PERSONS

- 6.1 The contact person of the **Organizer** in charge of the operation of the Trade Fair exposition, to whom any and all notifications will be delivered or reported to the following particulars, shall be:

Contact person: Ing. Miroslava Šeregová Hnatková

Tel. No./GSM: [REDACTED]

E-mail: [REDACTED]

The contact person of the **Partner** in charge of participating in the trade fair and performance of the contractual obligations, and to whom any and all notifications will be delivered or reported to the following particulars shall be:

Contact person: Silke Feike

Tel. No. / GSM: [REDACTED]

E-mail: [REDACTED]

or to any other address, fax, telephone, or mobile telephone number or e-mail address that will be notified to the other Party in advance.

7. FINAL PROVISIONS

- 7.1 **Governing law.** This Agreement shall be governed by the laws of the Slovak Republic without regard to any conflicting norms. Unless otherwise stated in the contents of this Agreement, legal relationships not governed by this Agreement shall be governed by the provisions of the Commercial Code No. 513/1991 Coll. as amended, within its framework by the provisions of the Civil Code No. 40/1964 Coll. as amended, and other generally binding legal regulations.
- 7.2 **Jurisdiction of the courts.** The courts of the Slovak Republic shall have exclusive jurisdiction to rule on any disputes concerning this Agreement.
- 7.3 **Written agreement.** This Agreement may only be amended or terminated by agreement of the Contracting Parties in the form of chronologically numbered written amendments.
- 7.4 **Annex.** The annex to this Agreement shall contain a graphic visualization of the stand and shall form an integral part of this Agreement.
- 7.5 **Severability.** Should any provision of this Agreement be considered by court or administrative authority wholly or partly invalid, disputable, unenforceable, or unreasonable, shall be within the extent of such a invalidity, irrevocability, disputability, unenforceability or irrationality deemed to be severable, and remaining provisions of the Agreement and the remainder of this provision shall remain in force and full efficiency.
- 7.6 **Complete agreement.** This Agreement constitutes a complete agreement between the Contracting Parties concerning the subject matter in question. By signing this Agreement, any and all prior written and oral agreements relating to the subject matter of this Agreement shall cease to exist and none of the Contracting Parties may invoke any special arrangements and agreements not specified in this Agreement.
- 7.7 **Counterparts.** This Agreement has been drawn up in four (4) counterparts, two (2) of these for each Contracting Party.
- 7.8 **Efficiency.**

- 7.8.1 This Agreement shall enter into force and effect as of the date of its signing by both of the Contracting Parties. The Parties hereto acknowledge that the Organizer shall be, within the meaning of Article 2 (2) of Law Act No. 211/2000 Coll. on free access to information and on the amendments of certain law acts (Freedom of Information Act) as amended, a mandatory person, and therefore this Agreement shall be in accordance with Section 5a of the Freedom of Information Act in conjunction with Section 47a of the Civil Code No. 40/1964 Coll. as subsequently amended, a mandatorily published contract.
- 7.8.2 The Parties hereto acknowledge that the effectiveness of this Agreement pursuant to Section 5a of the Freedom of Information Act in accordance with Section 47a of the Civil Code, shall be subject to its publication at the Organizer's web site.
- 7.8.3 This Agreement shall enter into force on the date of its signing by both of the Parties hereto and effective as of the date following the date of its publication at the Organizer's web site.
- 7.9 **Joint Declaration.** The Contracting Parties hereby declare that they are fully capable of making any legal acts, that their contractual freedom is not limited by anything, that they have not entered into this Agreement in harsh or conspicuously unfavourable conditions, that they have thoroughly read the content of this Agreement and that its content is clear, comprehensible and expressing their free, serious and common will, in witness whereof they attached below their respective signatures as manifestation of their consent with the same.

In Košice on

In Cologne on

Organizer:

Partner:

[Redacted signature box]

[Redacted signature box]

Košice Region Tourism
Ing. Ondřej Bernát, Chairperson

Eurowings Aviation GmbH
Silke Feike

Eurowings 

Eurowings Aviation GmbH
Marketing
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51149 Köln