

ADVERTISING SERVICES CONTRACT
ER22-108

Riga

11.November 2022

The Publishing House	SIA "Izdevniecība Rīgas Viļņi"	position, representative, legal basis	Head of the Advertising Department, Laura Lapiņa, on a basis of power of attorney
	Unified reg. No.	LV40003363975	
	Address:	Actual: Kaļķu Street 15-8, Riga, LV-1050 Legal: Kaļķu Street 15-8, Riga, LV-1050	
	Bank details	Bank: AS Swedbank Account: LV35HABA0551003837677	
	Responsible person	Name, surname: Gunta Nitiša Phone: +371 26496229 e-mail: gunta.nitisa@rigasvilni.lv	
The Advertiser	"REGION VYSOKE TATRY" oblastná organizácia cestovného ruchu	position, representative, legal basis	Member/Chairperson of the Board Ing. Ján Mokoš Ing. Richard Pichonský on a basis of Statutory officer
	Unified reg. No.	42234077	
	Address:	Actual: Starý Smokovec 1, 062 01 Vysoké Tatry, Slovakia Legal: Starý Smokovec 1, 062 01 Vysoké Tatry, Slovakia	
	Bank details	Bank: J&T Banka Account: SK31 8320 0000 0013 0000 1042	
	Responsible person:	Name, surname Lucia Blašková Tel.: 0911 092 187 e-mail: riaditel@regiontatty.sk	

The Publishing House and the Advertiser, hereinafter collectively referred to as – the Parties, and each separately – the Party, conclude this contract, hereinafter – the Contract:

SPECIAL CONDITIONS

1. Subject matter of the Contract.	1.1. The Publishing House reserves for remuneration advertisement placement locations and provides advertisement placement services to the Advertiser on websites and press publications of the Publishing House in accordance with the Contract conditions, whereas the Advertiser shall pay the Publishing House according to the Contract conditions for the provided services.			
	1.2. If stated in Clause 3 of the Contract, the Publishing House provides additional services to the Advertiser for remuneration, related to provision of the basic services (preparation, translation of advertisement layout and other related services), whereas the Advertiser shall pay the Publishing House according to the Contract conditions for the provided services.			
2. Advertisement placement schedule.				
Website	Dates (period) of placement	Banner	Dimensions	Impression amount
Jauns.lv	22.11.22. till 12.12.22.	Content block “Visit Slovakia”	Logo /slogan integration.	31 500 000
Jauns.lv	22.11.22. till 12.12.22.	Content block “Visit Slovakia” self-representing campaign	Logo /slogan integration. Positions – Tower (300x600px) / Sliddin line (800x50px) and Centrs1 (300x250px)	525 000
Jauns.lv	22.11.22 till 8.01.23.	Giga 1	1000x250 px	250 000
Jauns.lv	22.11.22 till 8.01.23.	Background 1	1920x760px / 1000x150px	150 000

Jauns.lv	22.11.22 till 8.01.23	Pagebreak	450x800 px	250 000
Facebook.com	22.11.22 till 8.01.23	Article sponsored post from Jauns.lv		150 000
Jauns.lv	22.11.22 till 8.01.23	Article	You need to send ready articles for publications in Latvian language.	No limitations – insert in content block “Visit Slovakia”
Publication	Publishing date	Type of advertisement	Dimensions	Publication type
Kas Jauns	29.11.22.	Non-standart	Page – 210x297mm	Lay-out “5 reasons why visit Slovakia”
OK!	7.12.22.	Non-standart	Page – 215x295mm	Lay-out “5 reasons why visit Slovakia”

3. Additional services (filled in, if necessary).

Name of the service	Description/ execution deadline / volume of the service	Discount	Sum, excl. VAT
4. Total Contract sum.			4750 EUR
			0 EUR
			4750 EUR
5. Payment procedure.	The Advertiser shall pay the Contract sum within 7 (seven) calendar days after receipt of invoice from the Publishing House.		
6. Invoices.	<p>6.1. The Publishing House shall submit one invoice to the Advertiser. The invoice shall be issued on December 1st in amount of 4750 EUR. Payment shall be done within 7 days.</p> <p>6.2. According to the Contract the Publishing House is entitled to send invoices also electronically to the Advertiser's e-mail address riaditel@regiontaty.sk</p> <p>6.3. The Parties agree that invoices will be considered received, when sent from the e-mail address rr@rigasvilni.lv of the Publishing House or from the e-mail address of the responsible person of the Publishing House.</p> <p>6.4. The Parties agree that invoices shall be considered received, when sent to the e-mail address indicated by the Advertiser. Invoices shall be considered received on the next day after sending to the e-mail address indicated by the Advertiser in case the content is clear for both parties and it is indicated who is the content creator.</p>		
7. Contract period.	<p>7.1. The Contract shall enter into effect on the day of its signing.</p> <p>7.2. The Contract is valid until 8. January 2023, and in the part on settlement of payments – until fulfilment of liabilities.</p>		
8. Other essential conditions.	Observing the conditions of Section 3, Part 2 of the Electronic Documents Law, the Parties agree to use e-mail addresses of the responsible persons specified in this Contract for sending orders and notifications/reminders/warnings, as well as for electronic sending of documents; therefore, the documents mentioned in this Clause shall be considered signed electronically (if sent from the e-mail addresses stated above) and shall have equal legal consequences as when the Parties would have signed them in paper format.		

GENERAL CONDITIONS

9. Rights and obligations of the Parties.

9.1. The Publishing House:

- 9.1.1. undertakes to publish the advertisement submitted by the Advertiser in accordance with the Contract, and to use methods, approaches and practice professionally recognised or generally accepted in the sector;
- 9.1.2. if placement of the advertisement according to the placement schedule is not possible, the Publishing House shall inform the Advertiser and offer an equivalent advertisement position, the Parties agreeing on the placement location and time;
- 9.1.3. grants a discount on the orders made by the Advertiser in accordance with the discount policy approved by the Publishing House – Annex 2, which is an integral part of the Contract;

- 9.1.4. grants a compensation placement, the Parties agreeing on the placement time and location, if the Advertiser has observed Clauses 9.2.1 and 9.2.2 of the Contract, but a low-quality advertisement has been published due to the fault of the Publishing House (one compensation placement) or the advertisement is not published (two compensation placements). The compensation shall be granted to replace a low-quality or non-placed advertisement. If the Advertiser chooses to use the compensation, the Advertiser is not entitled to refuse settlement of payments for the non-placed or low-quality advertisement, and is not eligible to request reimbursement of loss;
- 9.1.5. after warning the Advertiser, is entitled to refuse placement of advertisement, if it seemingly does not meet statutory requirements, infringes rights and lawful interests of third

parties. In this case the Advertiser may replace the non-compliant advertisement with a compliant advertisement or revoke placement of advertisement, if it is possible for the specific activity within the term specified in the Contract;

9.1.6. is entitled, at own discretion and on the reserved advertisement area:

9.1.6.1. to place a logo of the Advertiser or the Advertiser's products, if the Advertiser has not submitted an advertisement in compliance with the technical requirements of the Publishing House and the deadlines for submission of advertisement (Clause 9.2.1 of the Contract); or

9.1.6.2. to refuse placement of the advertisement, if the Advertiser has not submitted an advertisement in compliance with the technical requirements of the Publishing House and the deadlines for submission of advertisement. In this case the Advertiser shall pay the Publishing House for reservation of advertisement an amount, which it would have to pay, if the advertisement would be placed;

9.1.7. to provide the additional services stated in Clause 3 of the Contract, and to use methods, approaches and practice professionally recognised or generally accepted in the sector.

9.2. The Advertiser:

9.2.1. shall submit the advertisement complying to the technical requirements of the Publishing House and the submission deadlines, specified at: for website advertisements - <https://jauns.lv/info/reklamas-tehniska-specifikacija>; for advertisements in press publications - https://www.rigasvilni.lv/assets/images/PDF/tehinfo/tehn_nosac_prese_2019.pdf;

9.2.2. shall take responsibility for conformity of the submitted advertisement to statutory conditions;

9.2.3. shall take responsibility for the content published on the website/s, to which the end user is forwarded from the advertisement material;

9.2.4. shall take responsibility for receiving permits from authors and holders of neighbouring rights and/or their representatives regarding the use of their works in the advertisement according to the Contract conditions;

9.2.5. shall independently solve issues related to complaints of supervisory authorities regarding the content of the advertisement and/or the commercial practice, and shall pay any administrative fines, if such are imposed on the Publishing House or the Advertiser. If distribution of the advertisement is suspended with an order issued by a supervisory authority due to non-conformity of the advertisement's content and/or the commercial practice of the Advertiser to the applicable laws, no recalculation for the provided advertising services shall be made;

9.2.6. shall submit to the Publishing House all the necessary information that is essential for placement of the advertisement;

9.2.7. shall immediately inform the Publishing House about any circumstances that may impede fulfilment of the contractual liabilities;

9.2.8. if the Advertiser has not exercised its advertisement placement rights (has not ordered and place the advertisement) according to the volumes specified under the Contract and within the term specified under the Contract:

9.2.8.1. and the Parties have previously agreed on it - the Advertiser shall pay for the actually placed advertisements according to the recalculation made by the Publishing House for the actual advertisement amount and applicable discounts. The recalculation shall be made according to the amount of the actually placed advertisements and applicable discounts granted to the Advertiser for the actually implemented placement of advertisement, i.e., the fee for the actually placed advertisement shall be calculated according to Annex 2 to the Contract, applying the discounts specified in Annex 2 to the specific advertising volume;

9.2.8.2. and the Parties have not previously agreed on it - it shall be considered that the rights to placement of advertising expire at the end of the Contract period and the services have been used/provided to full extent. In this case the Publishing House shall issue an invoice for reservation of advertisement placement locations for the remaining amount, for which the Advertiser has not placed advertisements;

9.2.9. is not entitled to revoke the advertisement placement schedule/reservation later than 2 (two) calendar days before advertisement placement on websites/ before expiration of the term of submission of layout of printed advertisements (Clause 9.2.1 of the Contract). If the Advertiser makes the revocation specified in this Clause after the deadline stated above, the Advertiser shall pay the Publishing House the amount it would have to pay, if such revocation would not have happened;

9.2.10. is entitled to submit to the Publishing House a written letter of complaint within 7 (seven) calendar days after advertisement placement on websites/ after issue of publication, if the advertisement is not placed or is placed at low quality, provided that the Advertiser has observed Clause 9.2.1 and 9.2.2 of the Contract; if the Advertiser has not submitted a written letter of complaint within 7 (seven) calendar days, it shall be considered that the Publishing House has fulfilled to full extent all the liabilities towards the Advertiser under the Contract, that the Advertiser has accepted the placed advertisement (without a separate acceptance – transfer certificate) and recognises the provided service as complying with the Contract conditions. After expiration of the aforesaid term, complaints or objections concerning advertisement publishing and/or quality are not accepted;

9.2.11. shall pay the invoice issued by the Publishing House within the term specified in the Contract;

9.2.12. shall approve the advertisement layout in 2 (two) parts as follows: the advertisement texts and the layout pictures shall be approved separately.

10. Payments.

10.1. Payment method: via money transfer to the current account of the Publishing House indicated in this Contract, opened with a credit institution. If a different current account is indicated in the invoice, the Advertiser shall make a payment to the current account specified in the invoice.

10.2. The Advertiser shall pay the Publishing House the Contract sum stated in Clause 4 within the terms specified in Clause 5 of the Contract, based on the invoice submitted by the Publishing House, which is issued and sent according to the procedure mentioned in Clause 6 of the Contract.

10.3. The payment shall be considered completed at the moment, when the Contract sum is deposited into the current account of the Publishing House. In case of dispute, the Advertiser may submit evidence certifying that it has ordered its bank to make the money transfer.

10.4. Based on the conditions of Section 7.¹ of the Law "On Accounting", the Publishing House shall draft an invoice for the Advertiser according to the Contract conditions electronically, including a note on the invoice: This invoice has been prepared electronically and is valid without a signature.

10.5. The Advertiser shall pay interest on arrears equal to 0.2% (zero point two per cent) of the delayed payment amount for each day of delay. At the discretion of the Publishing House, notifying the Advertiser in advance and giving 3 (three) calendar days for elimination of violation, the interest on arrears may be covered first, and only then the respective payment.

10.6. Upon a prior notice to the Advertiser and giving 3 (three) calendar days for elimination of violation, the Publishing House is entitled to unilaterally reduce or cancel any discount granted to the Advertiser, if the Advertiser fails to settle payments within the deadlines specified under the Contract.

- 10.7. Upon a prior notice to the Advertiser, the Publishing House is entitled to switch the payment procedure to prepayment:
- 10.7.1. if the Advertiser fails to settle payments within the deadlines specified under the Contract;
- 10.7.2. if the Advertiser fails to make timely payments arising from other contractual liabilities towards the Publishing House;
- 10.7.3. if a payment schedule has been concluded with the Advertiser under the Contract concerning delayed payments;
- 10.7.4. if a payment schedule has been concluded with the Advertiser within the framework of other contractual liabilities concerning delayed payments.

Within the meaning of this Contract, prepayment is an obligation of the Advertiser to make a payment not later than 1 (one) calendar day before expiration of the term for advertisement submission for online advertising/ before delivery of layout for printed advertisement (Clause 9.2.1 of the Contract). When the Advertiser has settled all its debt liabilities towards the Publishing House (also within the framework of other contractual liabilities), the payment procedure shall automatically switch back to postpayment specified under this Contract.

11. Responsibility of the Parties.

- 11.1. The Party that has not fulfilled or has fulfilled its contractual liabilities improperly shall reimburse any loss caused to the other Party, as well as pay the interest on arrears stated in this Contract.
- 11.2. Payment of the interest on arrears does not release the Advertiser from the obligation to fulfil its liabilities and reimburse loss caused to the other Party.
- 11.3. The loss in the meaning of this Contract shall be considered any direct loss caused to the other Party.
- 11.4. The Publishing House is entitled at its own discretion, upon prior notice to the Advertiser and giving 3 (three) calendar days for elimination of violation, to suspend placement of the Advertiser's advertisements and/or refuse placement of the next advertisement of the Advertiser, if the Advertiser fails to meet its payment liabilities. If prepayment is applied to the Advertiser and the payment is not settled as a prepayment, the Publishing House may refuse advertisement placement, without warning the Advertiser.
- 11.5. Neither of the Parties shall be held responsible, if fulfilment of the Contract conditions is made impossible by force majeure conditions that could not be foreseen, prevented and influence by the Parties, and for occurrence of which the Parties are not responsible. In the meaning of this Contract, force majeure conditions are natural disasters, acts of war, catastrophes, epidemics, strikes, internal unrest, as well as instances, when impossibility of fulfilment of liabilities is determined by regulatory enactments adopted by state institutions. In case of occurrence of the said conditions, the impacted Party shall notify the other Party within 7 (seven) calendar days from the moment of occurrence of such conditions or as soon as such notification is possible.
- 11.6. Upon occurrence of force majeure conditions, the Parties shall agree on extension of the term for fulfilment of contractual liabilities, termination of the Contract or changes to other provisions of the Contract, while the force majeure conditions and their consequences exist. If force majeure conditions last for more than 6 (six) calendar months, either Party is entitled to terminate this Contract unilaterally, notifying the other Party 30 (thirty) calendar days in advance.

12. Confidentiality and processing of personal data.

- 12.1. The Parties undertake to protect, not distribute and without prior mutual written agreement not disclose to third parties, in full or part, the Contract content or content of other documents related to performance thereof, as well as technical, commercial and any other information about the activities of the other Party, which has become accessible and known during the course of fulfilment of liabilities under the

Contract, except the instances stipulated in regulatory enactments of the Republic of Latvia. The confidentiality restriction does not apply to publicly accessible information.

- 12.2. The Parties undertake to ensure non-disclosure of the said information by their employees.
- 12.3. The confidentiality provision is not limited in time and is not subject to the effective period of this Contract.
- 12.4. The Parties are entitled to process the personal data obtained from the other Party over the course of conclusion and performance of the Contract, aimed at ensuring fulfilment of liabilities under the Contract, observing statutory requirements for processing and protection of such data.
- 12.5. The Party that transfers personal data for processing to the other Party, shall assume responsibility for ensuring the legal basis for processing of personal data of data subjects.
- 12.6. The Parties undertake not to transfer to third parties any personal data received from the other Party, except the instances, when the Contract conditions state otherwise or regulatory enactments stipulate such transfer of data.
- 12.7. While processing personal data, the Parties shall implement appropriate technical and organisational measures to ensure such a level of security that corresponds to the respective risk.
- 12.8. If an obligation to transfer to third parties the personal data received from the other Party arises to any of the Parties according to regulatory enactments, it shall inform the other Party about such data transfer, unless such notification is prohibited by regulatory enactments.
- 12.9. The Parties agree that either of them may, for ensuring its operations and performance of this Contract, and after coordination with the other Party, transfer the personal data received from the other Party to persons (data processors) that provide services to the Party for ensuring its operations and performance of this Contract.
- 12.10. The Parties undertake to destroy the personal data received from the other Party, if the necessity to processing them for ensuring performance of this Contract expires, unless there is any other legal basis for processing of such data.
- 12.11. The Party undertakes to provide the other Party with any necessary information that proves proper fulfilment of the obligations mentioned in this Clause.

13. Dispute settlement procedure.

- 13.1. Any disputes and disagreements, that have arisen between the Parties over the course of performance of the Contract, shall be resolved by the Parties through mutual negotiations. If the Parties fail to reach an agreement by means of negotiations, disputes shall be examined in the court of the Republic of Latvia.
- 13.2. This Contract is prepared and shall be interpreted according to regulatory enactments of the Republic of Latvia. In relations and claims that may arise between the Parties from performance of the Contract, but are not included in the Contract conditions, the Parties shall observe the provisions of the Civil Law of the Republic of Latvia or any other regulatory enactments of the Republic of Latvia, which regulates such relations or claims.
- 13.3. If any of the Contract conditions is legally invalid, it shall not cause invalidity of the remaining conditions of the Contract. Such an invalid condition shall be replaced by another condition that corresponds to the Contract objective and content.

14. Final provisions.

- 14.1. The Parties are entitled, upon sending to the other Party a written notice on termination of the Contract, to terminate this Contract unilaterally on the date specified in the notice in the following instances:
- 14.1.1. if legal protection or insolvency proceedings of the other Party have been initiated, or the other Party is liquidated;
- 14.1.2. if the Party has not settled payments for the provided services for a period exceeding 10 (ten) calendar days;

- 14.1.3. if the other Party, after receiving a notice from the injured Party, fails to fulfil the obligation indicated in the notice or eliminate the infringement within 3 (three) working days from receiving the notice.
- 14.2. The Contract may be terminated upon mutual written agreement between the Parties.
- 14.3. In case of termination of the Contract, the Publishing House shall submit an invoice to the Publishing House, and the Advertiser shall within the term specified in this Contract settle payments for the already completed services or services that have been partially completed at the moment of termination of the Contract and cannot be revoked technically or according to contract concluded by the Publishing House with third parties.
- 14.4. The Parties agree that if any of the Parties fails to settle the final payments after termination of the Contract, the other Party may request interest on arrears equal to 0.2% (zero point two per cent) of the outstanding amount for each calendar day of payment delay after termination of the Contract. The conditions of this Clause shall remain effective after termination of the Contract.
- 14.5. The Contract may be amended only by written agreement between both Parties. Any such agreement becomes an integral constituent of the Contract.
- 14.6. The Contract is binding upon both Parties, as well as all natural persons and legal entities that lawfully take over their rights and obligations, or substitute them. In this case the Contract shall not be novated.
- 14.7. The signatories of the Contract guarantee that they hold all the rights (powers) to conclude this Contract on behalf of their represented Parties, obtaining the rights and assuming the obligations mentioned in the Contract on behalf of their represented Parties. If, at the moment of conclusion of the Contract, the Contract signatory has not been authorised to represent the Party, the representative of which the signatory pretends to be, this person shall himself/herself as a natural person assume all the liabilities arising from the Contract and shall be responsible for performance of the Contract.
- 14.8. Either Party assumes to provide each other with documents, statements and other information (incl. changes to the details of their economic details), required for performance of this Contract, independently or upon request of the other Party as soon as possible, but not later than within 5 (five) calendar days from the date of coming into effect of the new conditions or receipt of a respective request, except other instances discussed under this Contract, where other terms for provision of information are specified.
- 14.9. Notifications to be sent according to this Contract:
- 14.9.1. will be transferred to the other Party in person against a signature on receipt;
- 14.9.2. will be sent by mail to the address of the Parties, indicated in the Contract (or any other address notified by the respective Party to the other Party following the procedure specified herein). Notifications sent by mail will be considered received on the 3rd (third) calendar day after their sending;
- 14.9.3. will be sent electronically according to the procedure specified in the Contract.
- 14.10. The Publishing House is entitled to transfer to the Advertiser the data on the outstanding or delayed payments to a debt recovery company selected by the Publishing House for execution of debt recovery activities.
- 14.11. The Contract is drafted and signed in 2 (two) copies on 4 (four) pages, each of them having equal legal force, 1 (one) copy being issued to each of the Parties.

Date: 21.11.2022

The Publishing House:

L.Lapiņa

The Advertiser:

Ing. Ján Mokoš, Ing. Richard Pichonský