

CONTRACT DE PRESTARI SERVICII**NR. 4/21.04.2023**

Prezentul contract de prestari servicii(denumit in cele ce urmeaza „Contractul”) a fost incheiat la data de 21.04.2023 intre:

SC POSITIVE COMMUNICATION SRL, o societate comerciala infiintata in mod legal si functionand in conformitate cu legislatia din Romania, avand sediul social in Bucuresti, Bd. Iuliu Maniu 97, et. 2, apt. 6, sector 6, inregistrata in Registrul Comertului sub nr. J40/8994/2011, cod fiscal RO 28909567, cont RO97BACX0000000673197001 deschis la Unicredit Bank, Sucursala Magheru, reprezentata legal de Gabriela Tones, in calitate de Administrator (denumita in continuare „Agentia”)

si

REGION VYSOKE TATRY cu sediul in Stary Smokovec 1, 062 01 Vysoke Tatry, Slovakia, Company registration number (ICO) 42234077, VAT SK2023468403, inregistrata in Register of tourist boards, nr. 02807/2012/SR, cont bancar IBAN SK321 8320 0000 0013 000 1042, deschis la J&T Bank, reprezentata de Ing. Jozef STEFANAK, in calitate de Chairman Of The Board si Ing. Richard PICHONSKY, in calitate de Vicechairman Of The Board

(denumita in continuare „Beneficiar”)

(fiecare o „Parte” si impreuna denumite in acest Contract „Partile”)

1 OBIECTUL SI DURATA CONTRACTULUI

1.1 Partile stabilesc prin prezentul contract cadrul general de cooperare in vederea prestarii de Servicii de Relatii Publice in scopul dezvoltarii, promovarii si mentinerii reputatiei de ansamblu ale proiectelor beneficiarului (denumite in continuare „Servicii”). Serviciile sunt descrise in Actele Aditionale (Anexe), care fac parte integranta din prezentul contract de la data semnarii de catre ambele parti.

1.2 Serviciile aditionale (organizare de evenimente, digital – website, facebook ads, alte activitati online, design si productie, media buying etc) acestui contract urmand a fi prestate sub forma de proiecte individuale, in functie de solicitarile Beneficiarului si in conformitate cu specificatiile si necesitatile fiecarui proiect de relatii publice (RP) (denumit in cele ce urmeaza „Proiect de RP”), stabilite in prealabil de comun acord de catre ambele parti. Detaliile si specificatiile convenite ale fiecarui Proiect de RP, inclusiv onorariile care urmeaza a fi platite de Beneficiar, vor fi descrise in Acte Aditionale (Anexe), care vor face parte integranta din prezentul contract de la data semnarii de catre ambele parti.

SERVICE AGREEMENT**NO. 4/21.04.2023**

This service agreement (hereinafter referred to as the “Agreement”) was concluded on 21.04.2023 between:

SC POSITIVE COMMUNICATION SRL, a commercial company duly set-up and operating according to the Romanian legislation, with the registered office in Bucharest, 97 Iuliu Maniu Blvd, 2nd floor, apt. 6, district 6, registered with the Trade Registry under no. J40/8994/2011, tax registration number RO 28909567, account RO97BACX0000000673197001 opened with Unicredit Bank, Magheru Branch, duly represented by Gabriela Tones, as Administrator (hereinafter referred to as the „Agency”)

and

REGION VYSOKE TATRY with its headquarters in Stary Smokovec 1, 062 01 Vysoke Tatry, Slovakia, Company registration number (ICO) 42234077, VAT SK2023468403, Registration: Register of tourist boards, no. 02807/2012/SR , Bank account IBAN SK321 8320 0000 0013 000 1042, opened with J&T Bank, duly represented by Ing. Jozef STEFANAK, as Chairman Of The Board and Ing. Richard PICHONSKY, as Vicechairman Of The Board (hereinafter referred to as the „Beneficiary”)

(each referred to as a „Party” and collectively as the „Parties” in this Agreement)

1 SCOPE AND DURATION OF THE AGREEMENT

1.1 The Parties establish by this agreement the general cooperation framework for the provision of Public Relation Services in order to develop, promote and maintain the overall reputation of Beneficiary projects (hereinafter referred to as „Services”). The services are described in the Addendums (Appendixes), which form an integral part of this agreement on its signature date by both parties.

1.2 The services additional (event organisation, digital – website, Facebook ads, other online activities, design and production, media buying etc.) to this agreement shall be provided in the form of Individual projects, depending on the Beneficiary's requests and according to the specifications and needs of each public relation (PR) project (hereinafter referred to as „PR Project”), established in advance by the

1.3	Obiectul contractului poate fi extins, cu acordul partilor, prin semnarea unui Act Adicional. Actul aditional va indica noile servicii furnizate de Agentie catre Beneficiar, perioada de desfasurare si pretul serviciilor prestate.	agreement of both parties. The details and specifications agreed upon for each PR Project.
1.4	Prezentul Contract este incheiat pentru perioada de la 21.04.2023 la 31.12.2023.	including the fees to be paid by the Beneficiary, shall be described in the Addendums (Appendixes), which form an integral part of this agreement on its signature date by both parties.
2	DREPTURILE SI OBLIGATIILE AGENTIEI	1.3 The scope of the agreement may be extended, with the parties' agreement, by signing an Addendum. The Addendum shall comprise the new services provided by the Agency to the Beneficiary, the deployment period and the price of the provided services.
2.1	Agentia se obliga sa isi indeplineasca obligatiile contractuale asumate prin prezentul Contract, conform conditiilor calitative si termenelor stabilite de comun acord de catre Parti.	1.4 This Agreement is concluded for period between 21.04.2023 la 31.12.2023.
2.2	Agentia va fi indreptatita sa primeasca pretul aferent serviciilor prestate Beneficiarului, conform celor convenite prin acest Contract si Actelor Aditionale.	2 RIGHTS AND OBLIGATIONS OF THE AGENCY
3	DREPTURILE SI OBLIGATIILE BENEFICIARULUI	2.1 The Agency undertakes to fulfil its contractual obligations undertaken by this Agreement, according to the conditions on quality and the terms mutually agreed upon by the Parties.
3.1	Beneficiarul are dreptul de a i se furniza serviciile obiect al prezentului Contract la un nivel ridicat de profesionalism, calitate si competenta.	2.2 The Agency shall be entitled to receive the price corresponding to the services provided to the Beneficiary, as established by the Agreement and the Addendums.
3.2	Beneficiarul va plati Agentiei pretul prevazut in Actele Aditionale (Anexele) prezentului Contract.	3 RIGHTS AND OBLIGATIONS OF THE BENEFICIARY
3.3	De asemenea, Beneficiarul ii va plati Agentiei onorariile care vor fi stabilite de comun acord Intre Parti pentru fiecare Proiect de RP suplimentar, livrat in conditii corespunzatoare si in conformitate cu specificatiile convenite in prevederile Actului Adicional relevant Proiectului de RP.	3.1 The Beneficiary has the right to be provided with the services which fall under the scope of this Agreement at a high level of professionalism, quality and competence.
3.4	In afara acestor onorarii, Beneficiarul ii va rambursa Agentiei cheltuielile suportate de aceasta pentru necesitatile fiecarui Proiect de RP si in functie de serviciile prevazute de prezentul contract si in prevederile Actului Adicional relevant Proiectului de RP.	3.2 The Beneficiary shall pay to the Agency the price stipulated in the Addendums (Appendixes) to this Agreement.
3.5	Plata de catre Beneficiar a onorariilor si cheltuielilor aferente fiecarui Proiect de RP se va face in conformitate cu prevederile Actului Adicional relevant, in termen de cel mult 5 de zile calendaristice de la primirea de catre Beneficiar a facturii emise de catre Agentie.	3.3 The Beneficiary shall also pay to the Agency the fees mutually agreed upon by the Parties for each additional PR Project, delivered in a proper manner and according to the specifications established in the provisions of the Addendum corresponding to the PR Project.
3.6	Beneficiarul se obliga sa puna la dispozitia Agentie toate datele, informatiile si documentele necesare acestuia pentru desfasurarea eficienta a serviciilor obiect al prezentului Contract.	3.4 Besides these fees, the Beneficiary shall reimburse the Agency the expenses incurred for the needs of each PR Project and depending on the services stipulated in this agreement and the provisions to the Addendum corresponding to the PR Project.
		3.5 The payment of the fees and expenses corresponding to each PR Project by the

4 PRETUL, PLATA, MODALITATILE SI TERMENUL DE PLATA	
4.1 Agentia va fi platita pentru Serviciile de Relatii Publice, prestate in fiecare luna in baza prezentului Contract, conform Actelor Aditionale (Anexelor), care constituie parte integranta a prezentului contract. Plata se va face in EUR.	Beneficiary shall be settled according to the provisions of the relevant Addendum, within 5 calendar days as of the receipt by the Beneficiary of the invoice issued by the Agency.
4.2 Agentia va fi platita pentru serviciile de relatii publice aferente Proiectelor de Relatii Publice suplimentare descrise in Actele Aditionale cu un onorariu stabilit de comun acord in scris de parti si va fi compensata pentru toate Costurile de productie (daca se aplica) aprobate in prealabil in scris de Beneficiar.	3.6 The Beneficiary undertakes to make available to the Agency all data, information and documents necessary for the efficient provision of the services which fall under the scope of this Agreement.
4.3 Cheltuielile aferente contractelor incheiate de catre Agentie cu terte persoane fizice sau juridice, in vederea realizarii obiectului prezentului contract, cum ar fi, dar fara a se limita la: valoarea spatiilor publicitare, munca de creatie, fotografii, tipografii, galvanoplastie, matrite, typesetting, printuri si alte servicii de productie, onorariul artistilor si personalitatilor (incluzand onorariul repetat), productia de televiziune, transmisiuni radio TV si productia de cinema, vor fi facturate Beneficiar in mod corespunzator, dupa prezentarea de catre Agentie si aprobarea de catre Beneficiar a costului aferent care odata aprobata va avea valoare de contract. Costul estimativ nu este reconciliabil decat in conditii exceptionale, precum servicii aditionale, modificari substantiale cerute expres de catre Beneficiar. Acest cost va fi anterior aprobat de Beneficiar in baza unui cost estimativ. Facturile emise pe baza de costuri aprobate in valuta vor fi facturate Beneficiarului la cursul valutar la care tertele persoane fizice sau juridice au factura. In cazul in care o terta parte solicita efectuarea unei plati in avans, Beneficiarul va furniza Agentiei fonduri suficiente, in acest scop, inainte de inceperea lucrarii respective, in baza analizei efectuate de catre Agentie si a aprobarii scrise a acestuia. Fee-ul agentiei perceput pentru intermediere serviciilor suplimentare este de 9,5% din valoarea serviciilor intermediare.	4 PRICE, PAYMENT, MEANS AND TERM OF PAYMENT 4.1 The Agency shall be paid for the Public Relation Services provided each month based on this Agreement, according to the Addendums (Appendixes), which form an integral part of this agreement. The payment shall be settled in EUR. 4.2 The Agency shall be paid for the public relation services corresponding to the additional Public Relation Projects described in the Addendums with a fee mutually agreed upon in writing by the parties and shall be compensated for all Production Costs (if applicable) based on the prior written approval of the Beneficiary. 4.3 The expenses corresponding to the agreements concluded by the Agency with third parties, natural or legal persons, in order to achieve the scope of this agreement, such as, but without being limited to: the value of the advertising space, creation work, photographs, printing houses, electroplating, matrices, typesetting, prints and other production services, the artists' and personalities' fees (including the repeated fee), television production, radio TV shows and cinema production, shall be correspondingly invoiced to the Beneficiary, after being presented by the Agency and after the approval of the corresponding cost by the Beneficiary, which shall have the force of an agreement, once approved. The cost estimate is only reconcilable in exceptional conditions, such as additional services, substantial modifications expressly requested by the Beneficiary. This cost shall be approved in advance by the Beneficiary based on a cost estimate. The invoices issued based on
4.4 Pretul va fi platit de Beneficiar catre Agentie, in termen de 5 zile de la data aprobarii de catre	

	Beneficiar a facturii corespunzatoare, in contul Agentiei nr. RO97BACX0000000673197001 deschis la UnicreditTiriac Bank Bucuresti, Filiala Magheru.		costs approved in foreign currency shall be invoiced to the Beneficiary at the exchange rate invoiced by the third parties, natural or legal persons. If a third party requests an advance payment, the Beneficiary shall supply the Agency with sufficient funds to this effect, before the beginning of that work, based on the analysis performed by the Agency and the Beneficiary's written approval. The fee of the agency for the mediation of additional services is 9.5% of the value of the mediated services.
4.5	Agentia va emite factura fiscala pentru serviciile prestate conform anexei, la datele agreeate in anexa.		
4.6	In caz de neplata sau intarziere la plata, Beneficiarul va plati Agentiei penalitati de intarziere in valoare de 0.1% pe zi de intarziere din suma datorata.		
4.7	Agentia va fi singura responsabila pentru calculul si plata catre autoritatile fiscale competente a oricaror taxe si impozite aferente pretului primit de la Beneficiar in temeiul acestui Contract.		
5	MODIFICAREA CONTRACTULUI Orice modificare ulterioara a prezentului Contract, se va face prin acordul scris al ambelor parti, sub forma de act aditional la acest Contract.	4.4	The price shall be paid by the Beneficiary to the Agency, within 5 days as of the date on which the Beneficiary approves the corresponding invoice, to the Agency account no. RO97BACX0000000673197001 opened with UniCreditTiriac Bank Bucharest, Magheru Branch.
6	INCETAREA CONTRACTULUI	4.5	The agency will issue the fiscal invoice for the services provided according to the annex, on the dates agreed in the annex.
6.1	Contractul poate inceta prin acordul scris al Partilor, fara plata de penalitati sau daune-interese.	4.6	In case of failure to pay or late payment, the Beneficiary shall pay the Agency delay penalties amounting to 0.1% per day of delay of the amount due.
6.2	In cazul in care oricare dintre Parti nu isi indeplineste oricare din obligatiile prevazute in prezentul Contract si nu remediază respectiva incalcare in termen de 30 zile de la primirea din partea celeilalte Parti a unei notificari scrise de incalcare, atunci Partea care nu este in culpa va avea dreptul sa rezilieze prezentul Contract cu efect imediat, fara nicio alta formalitate prealabila si fara concursul Instantei de judecata sau a oricarei alte autoritati.	4.7	The Agency shall be the sole responsible for the computation and payment to the competent tax authorities of any taxes corresponding to the price received from the Beneficiary based on this Agreement.
6.3	Fiecare dintre Parti va putea denunta unilateral Contractul, fara plata de penalitati sau daune-interese, cu respectarea unui termen de preaviz de 60 zile calendaristice, prin notificare scrisa adresata celeilalte Parti.	5	MODIFICATION OF THE AGREEMENT Any subsequent modification of this Agreement shall be made by the written agreement of both parties, in the form of an addendum to this Agreement.
7	CONFIDENTIALITATE	6	TERMINATION OF THE AGREEMENT
7.1	Pe durata Contractului cat si ulterior incetarii acestuia, Partile se obliga sa pastreze confidentialitatea asupra tuturor aspectelor si informatiilor de care au luat la cunostinta in timpul executarii prezentului Contract si nu vor divulga catre terti informatiile confidentiale provenite de la care oricare dintre ele.	6.1	The Agreement may be terminated by the Parties' written agreement, without paying any penalties or damages.
7.2	In cazul in care oricare din Parti isi incalca obligatia de pastrare a confidentialitatii, Partea prejudiciata va putea cere Partii in culpa daune interese. Incalcarea clauzei de confidentialitate indreptateste Partile la a	6.2	If any of the Parties fails to fulfil any of the obligations stipulated in this Agreement and does not remedy that violation within 30 days as of the receipt of a written breach notice from the other

considera contractul desfiintat de drept, cu efect imediat si fara nicio alta formalitate prealabila si fara concursul instantel de judecata sau a oricarei alte autoritati.		Party, then the non-defaulting Party shall have the right to terminate this Agreement with immediate effect, without any other prior formality and without resorting to any court of law or any other authority.	
8	NOTIFICARI	6.3	Each of the Parties can unilaterally terminate the Agreement, without paying any penalty or damage, based on a 60 calendar days notice, by written notification sent to the other Party.
8.1	In interesul prezentului Contract orice notificare/comunicare adresata de o Parte celeilalte, va fi considerata valabil indeplinita daca va fi transmisa acestei ultime Parti, la adresa mentionata la inceputul prezentului Contract.	7	CONFIDENTIALITY
8.2	In cazul in care adresa se modifica, aceasta va fi adusa la cunostinta in scris celeilalte Parti, in maxim 10 zile de la data modificarii.	7.1	During the Agreement and after its termination, the Parties undertake to maintain the confidentiality of all aspects and information brought to their knowledge during the execution of this Agreement and shall not disclose to third parties the confidential information given by any of them.
8.3	In cazul in care notificarea/comunicarea va fi facuta prin posta, ea va lua forma unei scrisori recomandate ce se considera ca a fost primita de destinatar in 5 zile de la data la care a fost predata serviciului postal. In cazul in care in care notificarea/comunicarea va fi facuta sub forma de e-mail, fax sau telex, comunicarea se considera primita de destinatar, in prima zi lucratoare urmatoare celei in care a fost expediată si cu conditia ca expeditorul notificarii/comunicarii sa aiba dovada de comunicare/trimitere a e-mailului, faxului sau telexului.	7.2	If any of the Parties violates their confidentiality obligation, the Aggrieved Party may seek damages from the Defaulting Party. The violation of the confidentiality clause entitled the Parties to consider the agreement terminated as of right, with immediate effect and without any other prior formality and without resorting to any court of law or any other authority.
8.4	Notificarile/comunicarile verbale nu sunt luate in considerare de nici una din Parti, daca nu sunt confirmate prin una din modalitatile prevazute in prezentul articol.	8	NOTIFICATIONS
9	FORTA MAJORA	8.1	To the interest of this Agreement any notification/communication addressed by a Party to the other party, shall be considered validly fulfilled if it is sent to the latter at the address specified at the beginning of this Agreement.
9.1	Niciuna dintre Parti nu va fi considerata in culpa pentru incalcarea prezentului Contract sau tinuta raspunzatoare in alt mod fata de cealalta Parte pentru motivul exclusiv al intarzierii executarii sau neexecutarii oricareia dintre obligatiile sale ce decurg din prezentul Contract, in masura in care respectiva intarziere sau neexecutare se datoreaza unui caz de forta majora, astfel cum acesta este definit conform legii.	8.2	If the address is modified, this modification shall be brought to the knowledge of the other Party, in writing, within maximum 10 days as of the modification date.
9.2	O Parte ce se afla in imposibilitatea de a isi indeplini obligatiile ca urmare a unui eveniment de forta majora este obligata sa notifice in scris cealalta Parte in termen de 3 zile de la aparitia cazului de forta majora, notificarea fiind insotita si de documentele justificative aferente.	8.3	If the notification/communication is made by mail, it must have the form of a registered letter which is considered to have been received by the recipient within 5 days of the date on which it was delivered to the postal service. If the notification/communication is made by e-mail, fax or telex, the communication is considered to have been received by the recipient on the last working day following the one on which it was submitted and provided that the sender of the notification/communication has the proof of e-mail, fax or telex communication/submission.
10	RENUNTARI		

10.1 Nici neexercitarea, nici exercitarea cu intarziere a oricarui drept sau remediu in baza prezentului Contract nu va opera ca o renuntare la respectivul drept sau remediu, iar exercitarea o singura data sau partiala a unui drept sau remediu nu va impiedica exercitarea ulterioara a acestora sau exercitarea oricarui alt drept sau remediu.	8.4 Verbal notifications/communications shall not be taken into consideration by any of the Parties, unless they are confirmed in one of the ways stipulated in this article.
11 INDEPENDENTA CLAUZELOR	9 FORCE MAJEURE
11.1 In cazul in care orice prevedere a prezentului Contract (sau parte a oricarei prevederi) este declarata invalida, ilegala sau neaplicabila de catre orice instanta sau alta autoritate competenta in acest sens, respectiva prevedere sau parte a prevederii va fi considerata, in masura necesara, a nu reprezenta parte a prezentului Contract, iar valabilitatea si aplicabilitatea celorlalte prevederi ale prezentului Contract nu vor fi afectate.	9.1 Neither Party shall be considered at fault for the violation of this Agreement or otherwise held responsible before the other Party for the exclusive reason of delayed execution or failure to execute any of their obligations arising out of this Agreement, to the extent to which that delay or failure to execute is due to a force majeure case, as defined by the law.
11.2 Invaliditatea unei prevederi nu va afecta valabilitatea celorlalte prevederi ale prezentului Contract. In cazul in care o prevedere este sau devine invalida, Partile au obligatia de a inlocui respectiva prevedere cu una valabila, luand in considerare ceea ce este permis din punct de vedere legal, obiectivul economic si redand cat mai exact cu putinta scopul si intentiile prevederii invalide. Acest lucru se aplica si aspectelor neacoperite de Contract.	9.2 A Party which cannot fulfil its obligations following a force majeure event is bound to notify in writing the other Party within 3 days as of the occurrence of the force majeure case, the notification being also accompanied by the corresponding supporting documents.
12 CESIUNE	10 WAIVERS
12.1 Nici una din Partile prezentului Contract, nu va cesiona drepturile si obligatiile sale rezultate din acest Contract, unei terte persoane, fara acordul scris al celeilalte parti.	10.1 Neither the failure to perform nor the delayed performance of any right or remedy based on this Agreement shall operate as a waiver of that right or remedy, and the single performance or partial performance of a right or remedy shall not hinder the subsequent performance of these rights or remedies or the performance of any other right or remedy.
13 INTEGRALITATEA CONTRACTULUI	11 SEVERABILITY
13.1 Prezentul Contract, constituie intelegerea completa si exclusiva dintre Parti in ceea ce priveste obiectul sau si nu exista declaratii, intelegeri sau acorduri aditionale verbale sau scrise.	11.1 If any of the provisions of this Agreement (or a part of any provision) is declared invalid, illegal or inapplicable by any court of law or competent authority to this effect, that provision or part of the provision shall be considered, to the necessary extent, not to form part of this Agreement, and the validity and applicability of the other provisions of this Agreement shall not be affected.
14 LEGISLATIA APLICABILA SI JURISDICTIE	11.2 The invalidity of a provision shall not affect the validity of the other provisions of this Agreement. If a provision is or becomes invalid, the Parties have the obligation to replace that provision with a valid one, taking into consideration what is allowed from a legal point of view, the economic objective and by rendering as accurate as possible the purpose and intent of the invalid provision.
14.1 Interpretarea prezentului Contract si raporturile juridice nascute in temeiul acestuia sunt guvernate de legea romana.	
14.2 Toate disputele ce rezulta din prezentul Contract vor fi solutionate pe cale amiabila, daca este posibil, prin negocieri intre Parti.	
14.3 Toate disputele rezultate din sau in legatura cu prezentul Contract si care nu pot fi solutionate	

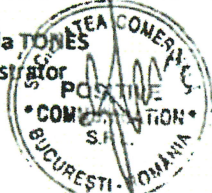
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amabil de catre Parti in termen de 15 zile de la data aparitiei acestora, vor fi solutionate de instantele de judecata competente.

Prezentul Contract a fost semnat in 2 exemplare astazi, 21.04.2023.

SC POSITIVE COMMUNICATION SRL

Gabriela TONES
Administrator



REGION VYSOKE TATRY

Ing. Jozef STEFANAK

Chairman Of The Board

Ing. Richard PICHONSKY
Vicechairman Of The Board

This is also applicable to the aspects uncovered by the Agreement.

12 ASSIGNMENT

12.1 Neither Party to this Agreement shall assign their rights and obligations resulted from this Agreement, to a third party, without the written agreement of the other party.

13 ENTIRE AGREEMENT

13.1 This Agreement represents the whole and exclusive understanding between the Parties with respect to its scope and there are no verbal or written additional statements, understandings or agreements.

14 APPLICABLE LAW AND JURISDICTION

14.1 The Interpretation of this Agreement and the legal relationships arisen in accordance to it are governed by the Romanian law.

14.2 All the disputes resulted from this Agreement shall be amicably settled, if possible, by negotiations between the Parties.

14.3 All the disputes resulted from or in connection to this Agreement and which cannot be amicably settled by the Parties within 15 days as of their occurrence, shall be settled by the competent courts of law.

This Agreement has been signed in 2 copies this day of 21.04.2023.

SC POSITIVE COMMUNICATION SRL

Gabriela TONES
Administrator



REGION VYSOKE TATRY

Ing. Jozef STEFANAK
Chairman Of The Board

Ing. Richard PICHONSKY
Vicechairman Of The Board