

White label Agreement

ZSSK



THE PARTIES

Eurail B.V., a private company with limited liability, with its registered office at Leidseveer 10 (3511 SB), Utrecht, The Netherlands, listed in the Commercial Register of the Dutch Chamber of Commerce and Industry under number 30206952, duly represented by Carlo Boselli, Chief Executive Officer; (hereinafter referred to as "**Eurail**"),

and

Železničná spoločnosť Slovensko, a. s., with its registered office at Rožňavská 1, 832 72 Bratislava, Slovakia, listed in the Commercial Register of the City Court Bratislava III, under number 3497/B, duly represented by Mgr. Peter Helexa Chairman of the Board of Directors, and by Mgr. Martin Bahurinský Vice Chairman of the Board of Directors; (hereinafter referred to as "**ZSSK**"),

Hereinafter collectively referred to as "Parties" and individually "Party",

WHEREAS:

- Eurail is in the business of selling transportation and other related travel services or products with respect to the railways and transportation companies. Eurail has an online platform that enables Customers to gather information on (European) train journeys and enable Customers to purchase a Train Pass.
- The purpose of the agreement is that during the agreement term Eurail will make available to their collaboration partners a non-exclusive and co-branded website on which product details as well as the payment system of Eurail will be offered to partners Customers (hereinafter referred to as "**White label site**").
- ZSSK will be appointed as White label partner of Eurail; any previous agreements regarding White label services will be replaced by the agreements made in this document.
- Parties wish to formalize and lay down the terms and conditions for their collaboration on the White Label site in this "**White label Agreement**".

HAVE AGREED AS FOLLOWS:

1. Glossary

- 1.1. In this document the following standardized definitions, with their descriptions, are used in their singular or plural form:

Business Day(s):	Any day that is not a Saturday, Sunday or other day on which banks are not required or authorized to be closed in the Netherlands.
Commission:	Reimbursement for directing Customers to the White label site for purchase and other related costs. Commission is paid over the Net Sales Turnover.

Customer:	User making a purchase on the White label site. With the purchase on the White label site a Customer is directly buying from and connected to Eurail.
Net Sales Turnover:	Volume of sales on the dedicated White label Site. The net turnover is calculated in euros and consists of realised sales deducted with any returns, refunds or cancellations.
Sales Report:	Report provided by Eurail with gross turnover, total sales volume, and Net Sales Turnover for the White Label sales.
Service:	Facilitation of the White label site by Eurail. The site is used for individual purchases by Customers only. Customer will receive full fulfilment and other customer related services from Eurail.
White label site:	Site provided by Eurail for Customers to purchase a Product.

2. Nature of the Agreement

- 2.1. On entering into this White label Agreement, the Parties do not form a partnership, a general partnership, a public company, a joint venture, or comparable cooperation. None of the Parties is authorised to enter into commitments on behalf of the other party.
- 2.2. All intellectual property rights relating to the White label Agreement and White label site, including, but not limited to, the intellectual property rights to the source code, documentation, look-and-feel, interfaces, connectors, layout, and content are owned by Eurail. For the duration of this White label Agreement ZSSK has a non-exclusive and non-transferable license to use the White label site.
- 2.3. Eurail may appoint other partners or representatives, at its sole discretion, and offer them a White label site.
- 2.4. Eurail will, solely and at its own discretion, modify and update the White label site and its content, ensuring it reflects the required information and payment flows. Promotion regulations prescribed by Eurail are binding on ZSSK's White label site and will be implemented automatically by Eurail.
- 2.5. Eurail is responsible for all transaction activities, services requests and customers' support resulting from a purchase of a Customer on the White label site.
- 2.6. ZSSK undertakes to present and promote White label site in the best possible manner. ZSSK will refrain from any act that damages (or might possibly damage) the goodwill created by Eurail and/or the security of the Intellectual Property Rights of Eurail. ZSSK will comply with all applicable statutory laws and regulations.
- 2.7. ZSSK will communicate under its own name and for its own account and risk (but will receive the payments as indicated in Article 3) when promoting the White label site. In relation to the White label Agreement, ZSSK may not present itself as being a part of or employee of Eurail, but only as an independent agent for Eurail.
- 2.8. ZSSK will supply Eurail with all relevant information needed for the performance of the White label Agreement.
- 2.9. ZSSK is not permitted to:
 - a. violate applicable laws and regulations via the Service;
 - b. promote or make any expressions concerning the White label Agreement, without consulting and without the approval of Eurail;

- c. make promotions by way of unsolicited electronic communication by e-mail, texting, or comparable mediums ("spam"). Should ZSSK wish to do this on an opt-in basis, this is only possible with the explicit consent of Eurail;
- d. In relation to the White label Agreement, to register or operate trade names, trademarks, brand names, domain names or service usernames (such as names on Facebook, Twitter or other third-party services) which contain a brand and/or a trade name belonging to Eurail, or which display a confusing resemblance to such;
- e. to pass on any (part of the) Commission or turnover to Customers or offer prospects of this, or of a discount or cashback

3. Commission

- 3.1. Parties have agreed on a commission-based reimbursement model, based on the Net Sales Turnover via the White label site. The agreed commission percentage is [REDACTED]
- 3.2. Except as otherwise expressly provided in this Agreement, it is the Parties mutual understanding that the agreed commission covers all costs and/or expenses incurred by ZSSK in carrying out its activities hereunder or otherwise relating to this Agreement. These costs and/or expenses include but are not limited to marketing activities, pass issuance, customer service support and handling of refunds. In case of upcoming internal or external circumstances where ZSSK estimates that it might not be able to cover all costs and/or expenses and continue to be remunerated for the agency services provided, ZSSK shall promptly contact Eurail to discuss the risk. Eurail and ZSSK will promptly meet to review the commercial conditions and the continuation of the agreement.
 - 3.2.1 In case of exceptional external circumstances significantly impacting the level of refunds, Eurail and ZSSK will meet to reach a specific agreement.
- 3.3. For the purpose of determining the results and Commission, Eurail will provide ZSSK with a detailed sales report every month. This report is based on the information from Eurail's booking platform and will only contain the gross turnover, total sales volume, and Net Sales Turnover.
- 3.4. The results, as reported by Eurail, are decisive unless ZSSK is able to produce convincing evidence to the contrary.

4. Marketing fund

- 4.1. ZSSK will adhere to the Marketing Guidelines as available on Eurail's extranet.
- 4.2. When ZSSK's Net Sales Turnover exceeds 1.000.000 EURO in a calendar year, ZSSK will be granted an additional Marketing fund compensation to be used in the following year. Marketing fund compensation is only granted on Interrail Product Sales.
- 4.3. This Marketing Fund shall cover all marketing costs from ZSSK that are not covered by the Commission or the payment under 3.2.
- 4.4. The Marketing fund compensation will be calculated over the total Net Sales Turnover of the calendar year and is set at [REDACTED]
- 4.5. If ZSSK achieves or exceeds the sales turnover target of 1.000.000 EURO in a calendar year, ZSSK shall invoice the Marketing fund at the beginning of the following year. ZSSK shall issue one invoice per year, which needs to be sent to Eurail no later than 20th January of the following year.

- 4.6. ZSSK acknowledges that Marketing Fund will not be used in a manner that negatively impacts other agents.

5. Invoicing

- 5.1. Only when the Commission exceeds an amount of € 500,-, ZSSK is expected to send an invoice to Eurail. ZSSK shall send the invoice for the Commission no later than seven (7) days after the end of each calendar month.
- 5.2. In case monthly commissions don't reach € 500,-, ZSSK will hold invoicing of said Commission until next month or until the total of Commissions exceeds € 500,-.
- 5.3. In case the Commissions haven't reached € 500 within a calendar year, ZSSK will invoice the full Commission amount in December of every calendar year.
- 5.4. The invoice shall meet the Dutch legal requirements for invoices and shall include the following invoice references:
- a. The White label Agreement reference: Eurail00844;
 - b. Cost Center: 301 Sales
 - c. Specification of Commission period;
 - d. VAT specifications.
- 5.5. All invoices must be sent by email to invoices@eurail.com to ensure swift handling.
- 5.6. Payments will be made based on the specification on the invoice and considering the payment terms specified on the document, considering a minimum payment term of thirty (30) days.

6. Agreement term and termination

- 6.1. This White label Agreement will take effect on 1 January 2024 and shall remain in force until the end of that calendar year. The contract shall enter into force on the day following its publication in the Central Register of Contracts. Exceptionally, if the last signature of the agreement takes place after 30 June of that calendar year, this agreement shall remain in force until the end of the following calendar year. Any legal relations arising under this Contract from 01.01.2024 until its entry into force shall be governed by the provisions of the Contract.
- 6.2. Following the initial period, the White label Agreement is subject to auto-renewal with one (1) year, unless one of the Parties issues a written termination request for the White label Agreement, three (3) months prior to the renewal date or Parties mutually agree on new terms after that date.
- 6.3. Auto-renewal of the White label Agreement can occur an unlimited amount of times.

7. Personal Data Protection

- 7.1. Parties acknowledge that they act as data controllers in their own right and that no personal data is to be shared as part of this agreement.
- 7.2. Each party is responsible for complying with relevant data protection regulations, such as GDPR regulation 2016/679, for any processing of personal data.

- 7.3. In case of a data breach, subject to the terms of this agreement i.e. in the case where personal data is incorrectly shared, the Parties shall provide reasonable assistance and cooperation as requested in the furtherance of any correction or remediation of any Data Breach. The Parties shall cooperate in notifying the relevant authorities and/or involved parties about the occurrence.
- 7.4. Contact Data Protection Officer for Data Controller ZSSK
- Per Post: Košice, Letná 42, 04001
 - Per email: osobneudaje@slovakrail.sk
- 7.5. Contact Data Protection Officer Data Controller **Eurail**:
- Per post: Leidseveer 10, 3511SB, Utrecht
 - Per email: privacy@eurail.com

8. Legal Compliance and Governing law

- 8.1. This White label Agreement shall be construed in accordance with the laws of the Netherlands.
- 8.2. If any term or provision of this White label Agreement should be held invalid or unenforceable, the Parties shall endeavour to replace such invalid terms or provisions with other terms and provisions which correspond to the Parties' original economic and general intentions. The validity or unenforceability of any term or provision hereof shall not be deemed to render the other terms and provisions hereof invalid or unenforceable.
- 8.3. In the event of any dispute between Eurail and ZSSK or claim or demand by either of them which is not acceded to by the other during or after the termination or expiration of this White label Agreement, they shall endeavour to settle their differences amicably.
- 8.4. In the unlikely event one of the Parties desires to commence with a legal procedure to overcome a dispute or issue with regards to this White label Agreement, such procedure will be governed by Dutch law in a court in the Netherlands.

9. Miscellaneous

- 9.1. **Limitation of Liability:** Neither Party shall be liable to the other Party for any direct, indirect incidental, consequential, special, or similar damages, including any related costs or expenses suffered or incurred by the other Party in connection with or related to this White label Agreement.
- 9.2. **Assignment:** This White label Agreement may not be transferred or assigned, in whole or in part, by ZSSK, unless such transfer or assignment is made with the prior written consent of Eurail which consent shall not be unreasonably withheld or delayed.
- 9.3. **Entire Agreement:** This White label Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes prior agreements, written and oral, between Eurail and ZSSK with respect to the subject matter hereof. Any financial obligations of ZSSK under a previous agreement between Parties will be settled in accordance with the terms of that prior agreement.

- 9.4. **Severability:** Every provision of this White label Agreement is intended to be severable, and if any term or provision hereof shall be invalid, illegal, or unenforceable for any reason, the validity, legality, and enforceability of the remaining provisions hereof shall not be affected or impaired thereby, and any invalidity, illegality, or unenforceability in any jurisdiction shall not affect the validity, legality, or enforceability of any such term or provision in any other jurisdiction.
- 9.5. **Headings:** The headings used in this White label Agreement are for convenience only and shall not affect the construction or interpretation of this White label Agreement.
- 9.6. **Translation:** In case this White label agreement is translated to other languages, the English version will always be deemed leading. If differences in the interpretation of a clause arise, the interpretation of the English version will be considered final and leading.
- 9.7. ZSSK does not tolerate any form of corruption and undertakes to act in accordance with the approved Anti-Corruption Programme: <http://www.slovakrail.sk/sk/protikorupcny-program.html>. The Contracting Party undertakes to familiarise itself with the Anti-Corruption Programme and to act in accordance with the Anti-Corruption Programme in force on the date of conclusion of this Contract, which forms an annex to this Contract.

Drawn up and signed by

Eurail B.V.

Name Dennis Rijntjes
Position Head of Prospecting
Date 05-Jul-24
Signature

DocuSigned by:
dennis.rijntjes@eurail.com
391E81358C0744E...

Železničná spoločnosť Slovensko

Name Peter Helexa
Position Chairman BoD
Date 11-Jul-24
Signature

DocuSigned by:
helexa.peter@slovakrail.sk
C31119738DF04F1...

Eurail B.V.

Name Roel Verhagen
Position CCO
Date 05-Jul-24
Signature

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B742CAC963C74FC...

Železničná spoločnosť Slovensko

Name Martin Bahurinský
Position Vice Chairman BoD
Date 21-Jul-24
Signature

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00B3949BAEA045F...