

Contract for Work

signed in line with Article 536 et seq. of Act No 513/1991 Coll., the Commercial Code
and

Licensing Agreement

signed in line with Article 40 et seq. of Act No 618/2003 Coll. on copyrights and rights related to the
copyright (the Copyright Act)

between

Customer:

Business name: **Bratislavská organizácia cestovného ruchu (Bratislava Tourist Board (BTB))**

Seat: Primaciálne námestie 1, 814 99 Bratislava, Slovakia

Business ID No: 42259088

Registration: Registered by the Ministry of Transport, Construction and Regional
Development of the Slovak Republic, Registration No:
28351/2011/SCR

Bank contact:

Account number:

Represented by: MUDr. František Stano, Chairman of the Board of Directors
PhDr. Katarína Lettrichová, Deputy Chairwoman of the Board of
Directors

(hereinafter referred to as "Customer")

and

Supplier:

Business name: **Gassauer - Media e.U. (KORA Group)**

Seat: Hütteldorfer Str. 139/19, A-1140 Vienna, Austria

Business ID No: FN 379787k

Registration: Registered by court in Vienna, under File No

VAT ID No: ATU 67231239

Phone: +43 699 104 201 14

Bank contact:

BLZ:

Account No:

BIC:

IBAN:

Represented by: Georg Gassauer MSc., Director

(hereinafter referred to as "Supplier")

(hereinafter referred to as "Contract")

The Customer and the Supplier hereinafter jointly referred to as “Contractual Parties“, and separately as “Contractual Party“.

Article I Subject of the Contract

- 1.1 Following this Contract, the Supplier undertakes to develop “a creative concept of the tourism product titled ‘**48 Hours in Bratislava**’ and a strategy for its implementation in form of a marketing campaign“ (hereinafter referred to as “Work“) for the Customer by the agreed date in line with the author proposal of the Supplier and in compliance with the requirements mentioned in Article II of this Contract. In addition, following this Contract, the Supplier undertakes to hand over the Work to the Customer and to give his consent to its use to the extent of and in line with the licensing conditions mentioned in Article VI of this Contract.
- 1.2 The Customer undertakes to pay the Supplier the agreed price for the Work and for granting the licence.

Article II Scope and Contents of the Subject of the Contract

- 2.1 The aim of creating the Work mentioned in Article I (1.1) of this Contract is to provide an author concept to the Customer for a promotional campaign of the city of Bratislava in Vienna through a unique product of the Supplier aimed at the specific target group.
- 2.2 The created Work shall particularly contain the following main elements:
 - a) creation of a creative concept of a promotional campaign and its further development into a proposal of a final print format of a booklet;
 - b) author works including creation of photographic materials and marketing texts, and production of the contents for an online internet campaign on social networks;
 - c) post-production works including artistic and visual design processing, including works with photographs and texts in the German language, German proofreading, and translations of the texts into the English language.The minimum scope of the Work shall be 28 pages.
Detailed specification of the main elements of the Work mentioned in paragraphs 2.2 (a) to (c) is given in Appendix No 1 to this Contract.
- 2.3 The strategy of the implementation of the tourism product shall contain the following:
 - a) a schedule of developing the author concept and of the attendant campaign on social networks,
 - b) a proposal of the Work distribution method,
 - c) a proposal of costs, time and place of the Work distribution.
- 2.4 In performing the Work, the Supplier shall proceed independently. The Supplier shall arrange for any item required for performing the Work, unless provided otherwise by the Contract, or unless the Contractual Parties agree otherwise for particular cases. The Supplier shall prepare and provide for graphic design, photographs, author texts, translations, make-up and preparation for printing the Work. The Supplier shall be held responsible for correctness of language versions (English and German versions) of the Work, and for their corrections by native speakers in relevant languages.

- 2.5 The Supplier shall be held responsible for the contents of the Work and for creating and submitting Work in line with the applicable legal regulations of the Copyright Act. The Work shall respect valid legal regulations, in particular those on personal protection, personal data protection, intellectual property rights, copyrights and any other rights of third parties as guaranteed by the Constitution and laws of the Slovak Republic. The Supplier hereby declares that in case he provides photographs of third parties or any other visual and text materials, he will do so being given an indisputable consent to their publishing. To this end, the Customer shall not be obliged in any way to verify whether the Work damages or will damage rights and legitimate interests of third parties, or not. Shall the responsibilities of the Customer under this Contract be violated, the Supplier undertakes to compensate the Customer for any and all damage he may incur as a result of claims made by third parties.
- 2.6 In connection with printing and distribution, the Customer shall proceed independently.

Article III Time, Place and Method of Fulfilment

- 3.1 The Supplier shall perform the Work in line with Article II (2.2) of this Contract and deliver the Work to the Customer until September 27th 2013 in electronic form, in a format suitable for printing at the seat of the Customer. The delivery and receipt of the Work shall be confirmed by a Protocol of Handing-over and Taking-over of the Work (hereinafter referred to as "Protocol"), signed by authorized representatives of both Contractual Parties. The Protocol shall comprise an integral part of the invoice of the Supplier. Contact persons for handing-over and taking-over of the Work are:
Georg Gassauer MSc.: georg@koragroup.com for the Supplier;
Ing. Zuzana Bednářičová: bednaricova@bratislava.sk for the Customer.
- 3.2 In case Supplier completes the Work before the agreed date, the Customer shall be obliged to take over the duly completed Work.
- 3.3 In case the Supplier is in delay with developing and handing-over of the Work and the Customer incurs any damage as a result of such a delay, the Supplier shall compensate the Customer for the damage in line with provisions of Article 373 et seq. of the Commercial Code. Moreover, the Customer shall be entitled to withdraw from the Contract in such a case.

Article IV Price of the Work and Payment Terms and Conditions

- 4.1 The Contractual Parties agree that the price for creation of the Work and for granting the licence to this Work is EUR 18 900 without VAT (hereinafter referred to as "Price of the Work"). The agreed price shall be a final price including all the costs of the Supplier related to the performance of the Contract.
- 4.2 The Price of the Work shall be payable based on an invoice from the Supplier to the Supplier's account as specified in the heading of this Contract, as follows:
- a) 35 % of the Price, i.e. EUR 6 615, upon signing this Contract;
 - b) 65 % of the Price, i.e. EUR 12 285 after delivering the Work for the campaign.

The Supplier's invoice shall be due within 15 days. The invoice shall be paid by cashless transfer from the Customer's account to the Supplier's account.

Article V Rights and Responsibilities of the Contractual Parties

- 5.1 In fulfilling the subject of this Contract, the Supplier shall exercise professional care. Further, the Supplier shall observe generally binding legal regulations as well as Customer's requirements, and provisions of this Contract. The Supplier shall perform the Work in person. In addition, the Supplier shall be held responsible for performing the Work in time, duly and without any defects and deficiencies. Any proven deficiencies, if any, shall be eliminated by the Supplier for free of charge and immediately.
- 5.2 In performing the subject of the Contract, the Supplier shall only use such communication tools that would present the city of Bratislava in a positive sense and as attractive as possible.
- 5.3 In developing the Work, the Supplier may offer some advertising space to third parties within the contents of the Work, beyond the framework of the minimum number of pages as agreed by this Contract, whereby the Supplier is entitled to determine the selection and criteria of selecting third parties. In selecting third parties, the Supplier shall proceed so that the advertising of third parties placed in the Work would not reduce the positive image of the city of Bratislava, or would not interfere with the conception of the Work agreed by this Contract.
- 5.4 The Customer shall cooperate with the Supplier as required for a due performance of the Work.
- 5.5 The Customer may not distribute the Work in the Wiener Linien without the consent of the Supplier.

Article VI Method of Using the Work and the Extent of the Licence

- 6.1 The Supplier hereby gives the Customer his consent to a broad use of the Work and its parts created under this Contract, to the following extent:
 - a) The Supplier hereby grants the Customer an exclusive licence to use the Work in line with Article II (2.2)(a) of this Contract within the extent of printing and/or additional printing of the delivered graphic design of the booklet, in the total number of 30 000 pieces, without any possibility to change the contents and form of the booklet by the Customer. The work must be printed to the specifications delivered by the Supplier.
 - b) The Supplier hereby grants the Customer an exclusive licence to use parts of the Work in line with Article II (2.2) (b) and (c) of this Contract within the extent of free use of author texts, photographs, post-production processed individual graphic elements and translations, including their inclusion in collected works, editing and other processing within any forms of promotional and information activities devoted to the

city of Bratislava, as well as their inclusion in electronic promotional media (CDs, internet site, DVDs, etc.) produced by the Customer.

- 6.2 The Supplier hereby grants the Customer an exclusive licence under paragraph 6.1 of this Article, for a period of three years, commencing on the date of handing-over of the Work, to the territorially not restricted extent.
- 6.3 The Supplier of the Work may not grant a licence to any third person to use the Work in a manner licensed under this Contract. Moreover, the Supplier himself shall refrain from using the Work in a manner for which he granted an exclusive licence to the Customer. Any agreement made contrary to this provision shall be deemed invalid.
- 6.4 The reward for the Supplier for granting the licence is included in the Price of the Work mentioned in Article IV (4.1) of this Contract.

Article VII Duration of the Contract

- 7.1 This Contract is signed for the period until 30 September 2013.
- 7.2 Before the end of the agreed period, this Contract may be terminated based on an agreement of the Contractual Parties, or by a written notice, whereby the notice period is one month, starting on the first day of the month following the month in which the written notice was delivered to the other Contractual Party. In the case of terminating the Contract by a notice, the Contractual Parties shall provide for performance of the already confirmed commitments, and they shall settle their contracting relations by the end of the notice period.
- 7.3 The Customer may withdraw from this Contract provided that the Supplier violates any of his responsibilities under this Contract, and in spite of a written appeal from the Customer, he fails to take remedial actions within the period additionally granted.

Article VIII Final Provisions

- 8.1 The Contractual Parties agree that the Contract shall be governed by the Slovak legislation, and in the event of any disputes under this Contract, if any, the jurisdiction of Slovak courts shall be applied. Customer's locally competent court shall be deemed the locally competent court.
- 8.2 Rights and responsibilities of the Contractual Parties not regulated by this Contract shall be regulated by relevant provisions of the Commercial Code, the Copyright Act and other applicable generally binding legal regulations of the Slovak Republic.
- 8.3 In the event any provision of this Contract becomes invalid or ineffective, it is without prejudice to the other provisions which remain valid and effective. Shall such a case occur, the Contractual Parties undertake to agree on replacement of the invalid and ineffective provision by a new one which would correspond to the original intention of the invalid and ineffective provision as much as possible. Until the agreement of the

Contractual Parties is achieved, the corresponding provisions of generally binding legal regulations of the selected legislation shall be applied.

- 8.4 This Contract is executed in two identical copies, one for each Contractual Party. The Contract shall become valid and enter into force on the day following the date of its publishing in line with Article 47a (1) of Act No 40/1964 Coll., the Civil Code, as last amended.
- 8.5 The Contractual Parties have duly read this Contract, they understand its contents, and in witness of the fact that the Contract expresses their free and serious will they attach their signatures thereto.
- 8.6 Appendix No 1 shall comprise an integral part of this Contract.

Bratislava, on 04. 09. 2013

Bratislava, on 04. 09. 2013

.....
MUDr. František Stano
Chairman of the BTB Board of Directors

.....
Georg Gassauer MSc., Director

.....
PhDr. Katarína Lettrichová
Deputy Chairwoman of the BTB Board of Directors

Appendix No 1: Specification of main elements of the Work