

**Date: 15<sup>th</sup> of November 2012**

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**ArrivalGuides AB**

**And**

**Bratislava Tourist Board**

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**Destination partner agreement**

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**ArrivalGuides AB**  
Kungsgatan 34-36, 4 tr  
411 19 Gothenburg  
**SWEDEN**

**Agreement number: 647**

**ArrivalGuides AB** ("ArrivalGuides"), a company incorporated in Sweden (org. No 556406- 1124), having its registered address at Kungsgatan 34-36 Gothenburg, and **Bratislava Tourist Board** ("Destination Partner") a company incorporated in Slovakia, (VAT. No. ), having its registered address at Primaciálne námestie 1, 814 99 Bratislava (each a "Party", together "the Parties"), have this day entered into this destination partner agreement.

## 1. BACKGROUND

- 1.1 ArrivalGuides provides partners ("Distribution Partners") such as airlines, travel groups, media sites and hotel chains, with an online destination information solution ("ArrivalGuide Solution"). The ArrivalGuide Solution includes electronic arrival guides ("ArrivalGuides") distributed free-of-charge for download and online destination content presented in connection with *inter alia* visits to *distribution partner websites*. The destination information is also available on applications as iPhone/iPad, HP and Intel. The content in the ArrivalGuide Solution is updated regularly and is available in a range of local languages.
- 1.2 The Destination Partner operates as a Destination Marketing Organization (DMO) for the destination Bratislava ("Destination").
- 1.3 The Parties now agree to through the ArrivalGuides network cooperate to:
  - Generate more travellers to the destination and through ArrivalGuides network inspire the travellers to visit the destination.

## 2. UNDERTAKINGS BY ARRIVALGUIDES

- 2.1 The package that ArrivalGuides and the Destination Partner have agreed upon contains the following parts:
  - **Destination information** - the Destination Partner has the right to steer and update the destination information that is published in ArrivalGuides global network and in channels such as pdf, online and several applications.
  - **AGDA** - The Destination Partner receives a unique login to AGDA, ArrivalGuides Destination Administration, which gives the Destination Partner the ability to control their destination information in the ArrivalGuides network.
  - **ArrivalGuides Statistics** - the Destination Partner will be provided with their personal login to ArrivalGuides Statistics. This allows the Destination Partner to follow the progress of the destination and see the number of travellers that use the destination information. The Destination Partner can also see through which distributors and channels the travellers have seen the information and from which country. The Destination Partner can also see how much revenue the traveller claim to generate to the destination.
  - **Advertising** - The Destination Partner has the right to sell ads in the pdf guide that is available on all Distribution Partners' websites and keep 70% of the revenues. If the Destination Partners does not want to sell ads or don not have the possibility to sell ads, ArrivalGuides has the right to sell ads in the pdf guide and ArrivalGuides keep 100% of the revenues.
  - **Facebook app** - the Destination Partner has the opportunity to implement the destination guide on their facebook page, for an extra fee.
  - **iPhone app** - the Destination Partner has the opportunity to promote their destination as a preferred destination in ArrivalGuides iPhone application, for an extra fee.

## 3. UNDERTAKINGS BY DESTINATION PARTNER

- 3.1 The Destination Partner undertakes the following:
  - The Destination Partner appoints ArrivalGuides its official partner and gives ArrivalGuides the right to refer to and communicate this relationship to any third party during the terms of this Agreement.

- The Destination Partner agrees to supply destination information such as texts, photos and maps according to guidelines provided by ArrivalGuides.
- The Destination Partner agrees to actively market, promote and legitimize the ArrivalGuides solution to potential advertisers, suppliers and local businesses.
- The Destination Partner undertakes to use ArrivalGuides as the exclusive provider of this type of destination information solution in its business. This Agreement will not preclude the Destination Partner from providing printed travel guides by any other means of distribution or other online destination content.
- The Destination Partner shall implement the Destination guide on their websites as a widget and promote the guide for local businesses.

**4. PRICING:**

- The annual fee for the Destination Partner is **EUR 3,999**
- Additional translation fees will be charged according to agreement.
- ArrivalGuides labour costs for services beyond what is included in the agreement are charged with EUR 95/hour (+statutory VAT).

**5. TERM**

5.1 This Agreement enters into force on 1<sup>st</sup> of December 2012 and ends on the 1<sup>st</sup> of January 2014, after this period it is automatically renewed, for the same time length, with a 90 days termination notice.

5.2 Regardless of the above, ArrivalGuides and/or the Destination Partner have the right to terminate this Agreement if:

- the other Party is in significant material breach of any of its obligations under this Agreement and has failed to remedy the breach within 31 days of notice by the other Party, stating the nature of the alleged breach in reasonable detail, or
- if the other Party is declared bankrupt.

**6. INTELLECTUAL PROPERTY RIGHTS**

6.1 The ArrivalGuide Solution remain the property of ArrivalGuides and ArrivalGuides obtains and/or preserves all intellectual rights relating to the ArrivalGuide Solution including, but not limited to, non-advertisement content such as text, pictures, photos, maps etc. ("Editorial Content"), personal data collected in connection with downloading, technical solutions, know-how, design/layout and other visual elements. Nothing in this Agreement shall constitute any grant of right for either Party to use the other Party's trademarks, designs, patents, databases, or other intellectual property rights other than to the extent necessary to fulfill the undertakings towards the other Party hereunder or if explicitly stated in this Agreement. ArrivalGuides retains the right to use data generated in connection with usage of the ArrivalGuide Solution.

**7. CONFIDENTIALITY**

7.1 The Parties undertake that they will not, during the term of this Agreement and for a period of 3 year thereafter, disclose to any third party confidential information obtained from the other Party hereunder. Confidential information includes any information that any of the Parties has stated as confidential or has a reasonable interest in keeping confidential.

This clause does not apply to information which the receiving Party can show by reference to documentary or other evidence

- is already public knowledge or which becomes public other than as a result of a breach of this Agreement, or
- is received from a third party who is not under an obligation of confidentiality in relation to the information, or

- was rightfully in its possession before the start of negotiations leading to this Agreement, or
- a Party is obliged to disclose due to applicable legislation, decisions/orders by authorities or courts, or due to the rules or practices of any recognized stock exchange applicable to such Party.

**8. AMENDMENTS AND ASSIGNMENTS**

- 8.1 To be valid, amendments or changes to this Agreement shall be in writing and signed by both Parties or confirmed by email.
- 8.2 Neither Party may assign, subcontract or otherwise transfer this Agreement or any of its rights and obligations under it whether in whole or in part without the prior written consent of the other Party.

**9. FORCE MAJEURE**

- 9.1 For the purpose of this clause a "Force Majeure Event" means an event the occurrence of which is beyond the reasonable control of either Party, including (without limitation) the following: Act of God, explosion, earthquake or act of terrorism.
- 9.2 If a Force Majeure Event occurs which prevents a Party ("the Affected Party") from performing any of its obligations to the other ("the Other Party"), or causes a delay in performance, the Affected Party shall not be liable to the Other Party and shall be released from its obligations to perform hereunder the extent that its ability to perform the Services has been directly affected by the Force Majeure Event, provided that the Affected Party notifies the Other Party in writing as soon as reasonably practical of the occurrence of the Force Majeure Event and the nature and likely duration of its impact upon the Other Party and provided that the Affected Party takes all reasonable steps to mitigate the impact of the Force Majeure Event.
- 9.3 If the impact of the Force Majeure Event upon the Affected Party continues for a period of no less than 30 consecutive days the Affected Party may, by written notice, terminate this Agreement in whole (but not in part) with immediate effect.

**10. GOVERNING LAW**

This Agreement is governed by and construed in accordance with Swedish law. All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.

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This agreement is drawn up in two copies of which each Party has taken one.

**Place: Gothenburg**  
Date: 15<sup>th</sup> of November 2012

**Place Bratislava**  
Date: 15<sup>th</sup> of November 2012

**ArrivalGuides AB**

**Bratislava Tourist Board**

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Magnus Aideborn CEO

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Ing. Michaela Potočárová