


# Agreement on Promotion of the Moravian-Silesian Region and the Statutory City of Ostrava

## I. Contracting Parties


### 1. Moravian-Silesian Region

with registered office: 28. října 117, 702 18 Ostrava  
Represented by:   
Company ID Number: 70890692  
Tax ID Number: CZ70890692  
Bank, SWIFT: PPF banka a.s., PMBPCZPP  
EUR account number: CZ93 6000 0000 0020 1400 2401

(hereinafter referred to as the "Client")

*and*

### 2. POLSKIE LINIE LOTNICZE "LOT" SPÓŁKA AKCYJNA

with registered office: Komitetu Obrony Robotników 43, 02-146 Warsaw, Poland  
Represented by: 

Company ID Number: 0000056844  
Tax ID Number: PL5220002334  
Bank, SWIFT: PEKAO S.A; PKOPPLPW  
EUR account number: PL78 1240 6003 1978 0000 4945 2590

Entered in the Register of Entrepreneurs kept by the District Court for the City of Warsaw 13th Commercial Division of the Domestic Court Register, under the number KRS 0000056844, NIP (tax ID number) 522-000-23-34, REGON (business statistical number) 01005896000000

(hereinafter referred to as the "Provider")

## II. Basic provisions

1. This Agreement on Promotion of the Moravian-Silesian Region and the Statutory City of Ostrava (hereinafter referred to as the "Agreement") is concluded pursuant to Section 1746(2) of Act No. 89/2012, the Civil Code, as amended (hereinafter referred to as the "Civil Code"); the rights and obligations of the Parties not covered by this Agreement are governed by the provisions of the Civil Code.
2. The Parties declare that the information specified in Art. I of this Agreement is consistent with the facts at the time of conclusion of the Agreement. The Parties undertake to notify the other Party of any changes to the respective information without undue delay. In case of a change of the identification data of the Parties, including a change of the bank account, it is necessary to conclude an amendment to the Agreement.
3. The Parties declare that the persons signing this Agreement are authorized to do so.
4. In terms of value added tax, the performance under this Agreement shall be subject to the applicable Czech legislation. The Parties expressly agree to this procedure.

## III. Subject of the Agreement

1. The Provider undertakes to ensure the implementation of the promotion of the Moravian-Silesian Region and the Statutory City of Ostrava for the Client, to the extent and in the manner specified in this Agreement and in Annex No. 1 to this Agreement (hereinafter referred to as the "Promotion").

The Client undertakes to pay the Provider the price for the Promotion pursuant to Article IV of this Agreement, or pursuant to Annex No. 1 of this Agreement.

2. The purpose of this Agreement is primarily to ensure international promotion of the Moravian-Silesian Region and the Statutory City of Ostrava, with the aim of introducing the region and the city to potential visitors as a holiday destination or to business travelers as potential investors in the Moravian-Silesian Region.

#### **IV.**

##### **Price of the subject of performance**

1. The price for the Promotion provided by the Provider to the Client in the scope specified in this Agreement is:

	Total price in EUR for 36 months
Price for Promotion	<b>4 320 000,-</b>

A detailed price calculation for the Promotion is provided in Annex No. 1 to this Agreement.

2. The price for the Promotion under paragraph 1 of this article of the Agreement shall include all costs incurred by the Provider in fulfilling its obligation under this Agreement. The price for the Promotion is stipulated as the maximum price and cannot be exceeded.

#### **V.**

##### **Term and period of performance**

1. This Agreement is concluded for a definite term, namely for the period of implementation of the Promotion, which will take place in the period from 1 April 2023 to 31 March 2026.
2. The Provider undertakes to implement (provide) the individual forms of Promotion within the terms (periods) specified in Annex No. 1 to this Agreement.
3. The Client reserves the right to terminate this Agreement under the conditions set forth in Article X(2) of this Agreement, even without giving any reason.

#### **VI.**

##### **Rights and obligations of the Parties**

1. The Provider is obliged to:
  - a) Implement the Promotion duly and punctually in accordance with Annex No. 1 to this Agreement.
  - b) To follow the Client's instructions when implementing the Promotion.
2. The Client is obliged to provide the Provider with all the necessary cooperation required to ensure the Promotion, in particular to provide the necessary documents in accordance with Annex No. 1 to this Agreement in due time. The Client is obliged to provide the Provider with the reference documents at least 3 weeks before the start of the relevant form of promotion according to Annex No. 1 of this Agreement.
3. Within 30 days from the date of completion of the promotion for each 12-month period, the Provider is obliged to prepare a report in which it lists and duly documents the forms of promotion carried out and to submit this report to the Client. The report will include a report with a list of routes, which will definitively show the movement of individual aircraft during the relevant period, through which the performance (decals or spraying of the aircraft) under this Agreement was carried out (with dates of individual flights and destinations or other identification data). The information will be provided in a manner that renders it is clear that all the conditions of this Agreement have been fulfilled. Additionally, during the period of performance of the Agreement, the Provider shall, as part of the ongoing monitoring of the proper performance of the promotion, send documents

demonstrating the proper performance of its obligations under this Agreement and indicators of the effectiveness of individual media in accordance with Annex No. 2 to this Agreement to the e-mail address [REDACTED] at least on a quarterly basis.

4. The Provider must allow the Client to inspect the provided advertising performance (promotion) at any time during the term of this Agreement, unless objectively serious operational reasons prevent this.

## **VII. Liability for damages**

The Parties have agreed to limit the compensation of damages that either Party may seek in the event of a breach of the other Party's obligations in connection with this Agreement, in that the obligation to compensate lost profit and/or real damages (in summary) is limited to an amount equal to the total price under Article IV of this Agreement. The Parties declare that they consider the maximum amount determined under this Article VII to be reasonable in view of the potential damages that may arise and the difficulty of quantifying them. However, the limitation under this article does not apply to damage caused deliberately or by gross negligence.

## **VIII. Payment terms**

1. The Parties have agreed on partial performance, whereby the payment of the price for promotion will be made quarterly in arrears, according to the forms of promotion as per Annex No. 1 to this Agreement that were provided in the past quarter, with the prices for individual forms of promotion in individual months being determined according to the prices set forth in Annex No. 1 to this Agreement.
2. The basis for the payment of the price for promotion will be invoices that meet all the requirements set forth in the legal regulations of the Czech Republic (hereinafter referred to as the "invoice"). In addition to the particulars required by applicable law, the Provider is obliged to include the following information in the invoice:
  - a) the Client's contract number, the public contract number (i.e. 154/2022), the Client's company ID number,
  - b) the subject of the Agreement, i.e. the text "Agreement for the promotion of the Moravian-Silesian Region and the Statutory City of Ostrava",
  - c) identification of the bank and the account number to which payment must be made
  - d) maturity date of the invoice,
  - e) name of the person who drafted the invoice, including their signature and contact telephone number,
  - f) list of the provided forms of promotion in the invoiced period and supporting documents demonstrating the proper performance of the Provider's obligations under the Agreement.
3. The obligation to pay the price for promotion is fulfilled on the day when the relevant amount is credited to the Provider's account.
4. The maturity date of the invoice is 21 calendar days from the date of its delivery to the Client. Delivery of the invoice shall be carried out electronically, in a non-editable format, by e-mail to the address [posta@msk.cz](mailto:posta@msk.cz) from the following Provider's e-mail address [REDACTED]
5. If the invoice does not contain the mandatory or agreed details or if the price is incorrectly invoiced, the Client is authorised to return the invoice to the other Party for correction before the maturity date, indicating the reason for the return. The Provider shall correct the invoice and redeliver it to the Client. The return of the defective invoice to the Provider will suspend the original maturity date. The new maturity date shall start from the date of delivery of the corrected invoice to the Client.

6. The prices for promotion indicated in the Agreement shall be indexed by the percentage change in the annual consumer price index announced by the Polish Central Statistical Office for the previous year, but not less than 0%. The indexation of the prices for promotion takes place annually, starting from January 2025, by notifying the Client by mail about the new amount of indexed prices for promotion and does not constitute an amendment to the Agreement. The indexed prices for promotion under the Agreement shall be payable in the new amount starting from the 1st day of the month following the delivery of the notification of the price change as a result of indexation
7. All payments to the Provider shall be made to the bank account details specified in Article I (2).
8. Any change of the bank account details requires written amendment to the Agreement.

## **IX. Sanctions**

1. The Provider is obliged to pay the Client a contractual penalty of EUR 500 (five hundred Euro 00/100) for every day of delay, in whole or in part, in the performance of any of its obligations as defined in Annex No. 1 to this Agreement and for each individual breach of an obligation under Annex No. 1 to this Agreement. The Provider is also obliged to pay the Client a contractual penalty of EUR 500 (five hundred Euro 00/100) for each day of delay in submitting the report pursuant to Article VI(3) of this Agreement. This is without prejudice to the Client's right to compensation of damages.
2. In view of the fact that some forms of Promotion are implemented directly on the external surface of an aircraft (decals or spraying of the aircraft), the Provider undertakes to ensure that at least 365 flights are made by the aircraft through which the promotion is implemented during the period of performance of the Agreement, in each year of performance of the Agreement. In the event that a minimum of 365 flights are not made, the Parties agree that the price for each form of promotion not made will be reduced proportionately.
3. In the event of delay in payment of the agreed price for promotion, the Parties agree on default interest in the amount specified by civil law regulations.

## **X. Termination of the Agreement**

1. This Agreement shall be terminated:
  - a) by written agreement of the Parties,
  - b) by the unilateral withdrawal from the Agreement for material breach by the other Party,
  - c) by the termination of the agreement on operation of the Ostrava-Warsaw air route concluded between the parties to this Agreement,
  - d) in any other manner provided by law.
2. Either Party is authorised to terminate this Agreement at the end of the relevant six-month period for which the Provider has provided services to the Client under this Agreement, even without giving any reason, on the basis of a written notice which must be delivered to the other contracting party at least one calendar month before the end of the relevant six-month period.
3. The Client is also authorised to withdraw from this Agreement in the following cases:
  - a) if the competent court has decided that the Provider is bankrupt within the meaning of Act No. 182/2006 Coll., on Bankruptcy and Methods of its Resolution (the Insolvency Act), as amended (regardless of the legal force of this decision);
  - b) if the Provider files an insolvency petition against itself.

4. Withdrawal from the Agreement shall not affect the right of the entitled Party to payment of a contractual penalty or compensation for damages resulting from a breach of the Agreement, up to the amount specified in Article VII hereof.

## **XI.**

### **Sanctions against Russia and Belarus and social responsibility**

1. The Provider is responsible for ensuring that payments provided by the Client under this Agreement will not be made directly or indirectly, or even in part, to parties subject to individual financial sanctions within the meaning of Article 2(2) of Council Regulation (EU) No 208/2014 of 5 March 2014 concerning restrictive measures directed against certain persons, entities and bodies in view of the situation in Ukraine, and Council Regulation (EC) No 765/2006 of 18 May 2006 concerning restrictive measures against President Lukashenko and certain officials of Belarus and which are included in the sanction lists (as set forth in Annex No. 1 to both Regulations); should either Regulation be replaced in the future by other legislation of equivalent importance, the obligation shall apply *mutatis mutandis*.
2. The Provider is liable for the fact that for the duration of the Agreement, the conditions set forth in Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's activities destabilizing the situation in Ukraine are not fulfilled, i.e. in particular that the Provider is not:
  - a Russian national, natural person or legal entity domiciled in Russia,
  - a legal entity which is more than 50% owned, directly or indirectly, by any of the persons referred to in the preceding indent, or
  - a natural person or legal entity acting on behalf of or on the instructions of any of the persons referred to in the preceding indents.

The Provider is liable for the fact that during the term of the Agreement, none of the above conditions is fulfilled even by a subcontractor that will participate in the performance of this Agreement to an extent of more than 10% of the value of the performance.

3. The Provider is obliged to inform the Client without delay of any facts that may affect the Provider's liability under paragraphs 1 or 2 of this article. At the same time, the Provider is obliged to provide the Client with immediate assistance at any time to verify the truthfulness of the information referred to in paragraph 1 of this article of the Agreement.
4. In the event of a breach of the rules under paragraphs 1 or 2 of this article, the Client is authorised to withdraw from this Agreement; however, the withdrawal shall not affect the Provider's obligations under the quality warranty, liability for defects, the obligation to pay a contractual penalty, the obligation to compensate damages and the obligation to maintain the confidentiality of information related to the performance under this Agreement.
5. In the event of a breach of the rules under paragraphs 1 or 2 of this article, the Provider is obliged to pay the Client a contractual penalty of EUR 10,000 for each individual breach.
6. The Client requires the Provider and its subcontractors, if any, to perform the services under this Agreement in accordance with the International Labour Organisation (ILO) Conventions adopted by the Czech Republic.
7. The Provider undertakes to comply with at least the following basic working standards:
  - Convention No 87 on freedom of association and protection of the right to organize
  - Convention No. 98 on the right to organise and to bargain collectively
  - Convention No. 29 on forced labour
  - Convention No. 105 concerning the elimination of forced labour
  - Convention No. 138 on minimum age
  - Convention No. 182 on the worst forms of child labour

- Convention No. 100 on equal pay
- Convention No. 111 concerning discrimination in respect of employment and occupation
- Convention No. 155 concerning the safety and health of workers and the working environment.

## **XII. Final provisions**

1. This Agreement may be amended or changed by the Parties only through written amendments, which will be consecutively numbered, explicitly titled as an amendment to this Agreement, and signed by authorised representatives of the Parties.
2. This Agreement comes into effect on the date of its signing by both Parties and into effect on the date when the other Party expresses its consent to the content of the draft agreement, unless Act No.340/2015 Coll., on the special conditions for the effectiveness of certain contracts, publication of such contracts and on the contracts register (Contracts Register Act), as amended (hereinafter referred to as the "Contracts Register Act") stipulates otherwise. In this case, the Agreement comes into effect at the earliest on the date of its publication in the Contracts Register.
3. The performance provided from April 1, 2023, to the effective date of the contract in accordance with the terms and conditions of this contract is considered a performance under this contract. The Parties have agreed that such performance shall not be considered unjust enrichment, and the Provider may issue the invoice according to Art. VIII for the above-mentioned period.
4. The Parties have agreed to publish the Agreement in the Contracts Register in accordance with the Contracts Register Act. Publication in the Contracts Register within the meaning of the Contracts Register Act shall be ensured by the Client in accordance with the law.
5. This Agreement is drawn up in electronic form, with each party receiving its electronic original.
6. The Provider may not assign its rights and obligations under this Agreement to a third party without the consent of the Client.
7. This Agreement is governed by the laws of the Czech Republic.
8. Should any provision of this Agreement prove to be invalid or ineffective, or become invalid or ineffective for any reason, the validity and effectiveness of the remaining provisions of this Agreement shall not be affected. In such a case, the Parties undertake to replace the invalid or ineffective provision without undue delay with a valid and effective provision, so as to best preserve the meaning of the invalid or ineffective provision, but always in compliance with Act No. 134/2016 Coll., on Public Procurement, as amended.
9. The Parties mutually declare that they have read this Agreement prior to its signing, that it has been concluded following mutual negotiations according to their true and free will, definitely, solemnly and comprehensibly, not in distress under obviously unfavorable conditions, and that they have agreed on its entire content, which they confirm with their signatures.
10. The personal data contained in this Agreement will be processed by the Parties only for the purposes of fulfilling the rights and obligations arising from this Agreement; the Parties will not use such personal data for any other purposes. The Parties shall comply with the applicable legal regulations when processing personal data. Detailed information about personal data protection is available on the Client's official website at [www.msk.cz](http://www.msk.cz) and on the Provider's official website at [www.lot.com](http://www.lot.com).
11. Clause on validity of the legal act pursuant to Section 23 of Act No. 129/2000 Coll., on Regions (Regional Establishment), as amended:  
  
The Client has the consent of the Regional Council to conclude this Agreement, granted under Resolution No. 64/4739 dated 20. 3. 2023.
12. The following annex forms an integral part of the Contract:  
  
Annex No. 1 - Specification of the subject of performance, period of performance and price calculation.

Annex No. 2 - Indicators of the effectiveness of performance

Ostrava dated:



Warsaw dated:





### MEDIA PLAN

Nazwa klienta:  
 Nazwa kampanii:  
 Autor:  
 Data przygotowania:  
 Okres promocji:  
 Wersja:

**Ostrava Airport**  
**Przewóz pasażerów z przystanku w Ostrawie**  
**1 kwietnia 2023**  
**1/04/2023 - 31/3/2026**  
**6**

			2023										2024											
Lp.	Media	Details	Total regular rate	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December
1.	Advertising in the onboard magazine Kaleidoscope	1 page, A4 format																						
2.	Advertorial in the onboard magazine Kaleidoscope	advertorial full page, 205x265 mm, 2 pages																						
3.	Video spot on LCD screens in the Business Lounge	video format, 8 screens, change of content at least 1																						
4.	Graphic box, banner on the LOT.com main website	PL market, PL language, size 16:9, change of content at least 1																						
5.	Graphic box, banner on the LOT.com main website	USA market, ENG language, size 16:9, change of content at least 1																						
6.	Graphic box in „Crazy Wednesday” mailing	graphic in electronic newsletter, 1 time in a month																						
7.	Airplane branding	Production and wrapping - 2 airplanes																						
8.	Video spot IFE	30 sec.																						
9.	Social media channels	Facebook (PL + Global), Instagram																						
<b>Total</b>																								
<b>Total net EUR</b>																								





# MEDIA PLAN

Nazwa Klienta: **Ostrava Airport**  
 Nazwa kampanii: **Loty z Ostrawy**  
 Autor: **Agencja**  
 Data przygotowania: **poniedziałek 6. březen 2023**  
 Okres promocji: **1/04/2023 - 31/3/2026**  
 Wersja: **6**


2025

2026

Lp.	Media	Details	Total regular rate net in EUR	2025												2026				
				January	February	March	April	May	June	July	August	September	October	November	December	January	February	March		
1.	Advertising in the onboard magazine Kaleidoscope	1 page, A4 format																		
2.	Advertorial in the onboard magazine Kaleidoscope	advertorial full page, 205x265 mm, 2 pages																		
3.	Video spot on LCD screens in the Business Lounge	video format, 8 screens, change of content at least 1																		
4.	Graphic box, banner on the LOT.com main website	PL market, PL language, size 16:9, change of content at least 1																		
5.	Graphic box, banner on the LOT.com main website	USA market, ENG language, size 16:9, change of content at least 1																		
6.	Graphic box in „Crazy Wednesday” mailing	graphic in electronic newsletter, 1 time in a month																		
7.	Airplane branding	Production and wrapping - 2 airplanes																		
8.	Video spot IFE	30 sec.																		
9.	Social media channels	Facebook (PL +Global), Instagram																		
<b>Total</b>																				



## MEDIA PLAN

Nazwa klienta: **Ostrava Airport**  
 Nazwa kampanii: **Promocji Portu Lotniczego w Ostrawie**  
 Autor:   
 Data przygotowania: **czwartek 23. březen 2023**  
 Okres promocji: **1/04/2023 - 31/3/2026**  
 Wersja: **5**

Lp.	Media	Details	Technical specifications	Deadline
1.	Advertising in the onboard magazine Kaleidoscope	1 page, A4 format	Files format : PDF English and Polish subtitles.	By the 10th day of the month preceding publication
2.	Advertorial in the onboard magazine Kaleidoscope	advertorial full page, 205x265 mm, 2 pages	Files format : PDF; 1 page in english, 1 page in polish. Customer delivers the finished article, possibly for editorial correction	By the 10th day of the month preceding publication
3.	Video spot on LCD screens in the Business Lounge	video format, 8 screens, change of content at least 1	Resolution 1920 x 1080, File weight 100-140 MB, Format mp4	5 days before
4.	Graphic box, banner on the LOT.com main website	PL market, PL language, size 16:9, change of content at least 1	Graphics in 16:9 format (1920x1080px) Clean graphics preferred, possibly graphics with a logo (logo should take up to 30% of the graphic) External link Character limit: Headline: characters with spaces 51 (two rows) Text: characters with spaces 115 (three rows)	5 days before
5.	Graphic box, banner on the LOT.com main website	USA market, ENG language, size 16:9, change of content at least 1	Graphics in the format 375x240 px - weight 50-100kb Headline up to 40characters with spaces Text up to 200 characters with spaces	5 days before
6.	Graphic box in „Crazy Wednesday“ mailing	graphic in electronic newsletter, 1 time in a month	Graphic fields as a separate attachment	3 month before
8.	Video spot IFE	30 sec.	- MOV H.264 codec / NTSC (720x480 / 29.97fps); - MOV compression DV / NTSC (720x480 / 29.97fps); - AVI compression DV / NTSC (720x480 / 29.97fps) - Pro Res The Polish-language clip should have English subtitles, and the English-language clip should have Polish subtitles. The file may have subtitles already uploaded, or the partner can send separately the video file and the subtitle file with timing	45 days before
9.	Social media channels	Facebook (PL +Global), Instagram	Materials (graphics, videos) from client. Posts prepared by the editors, published upon approval.	10 days before

# MEDIA PLAN - reporting, indicators

Lp.	Media	Reporting - indicators, monthly
1.	Kaleidoscope - ad	magazine circulation vs. number of passengers; provision of 3 magazines; sending the magazine electronically (.pdf)
2.	Landing page	number views of Landing page
3.	Preloader	web traffic; flight search
4.	Spot at LCD screens in Business Lounge	number of lounge visitors
5.	Graphic box on main page	web traffic; number of views of a particular page
6.	Mailing „Crazy Wednesday“	the number of subscribers (e-mails sent)
7.	Airplane branding	list of flights made
8.	Video spot IFE	list of flights made; number of flights; number of passengers
9.	Social media channels	the number of views of each post; reach