

**CONTRACT FOR THE PROMOTION OF MORAVIAN-SILESIA REGION AND THE STATUTORY CITY OF OSTRAVA**

**I.**

**CONTRACTING PARTIES**

**Moravian-Silesian Region**

with its registered office at: 28. října 117, 702 18 Ostrava, CZ  
represented by: Ing. Josef Bělíca, Ph.D., MBA, Regional Governor  
ID No.: 70890692  
VAT ID: CZ70890692  
Bank, SWIFT: PPF banka a.s., PMBPCZPP  
EUR account number: CZ9360000000002014002401  
(hereinafter referred to as the "**Ordering Party**")

and

**POLSKIE LINIE LOTNICZE „LOT” S.A.**

with its registered office at: Komitetu Obrony Robotników 43, 02-146 Warszawa, POL  
represented by: [REDACTED]

&

[REDACTED]  
ID No.: 0000056844  
VAT ID: PL5220002334  
Bank, SWIFT: PEKAO S.A., PKOPPLPW  
EUR account number: PL 78 1240 6003 1978 0000 4945 2590

Entered in the Register of Entrepreneurs kept by the District Court for the City of Warsaw 13<sup>th</sup> 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**")

(Ordering Party and Provider hereinafter collectively referred to as "**Contracting parties**" and separately as "**Contracting party**")

**II.**

**BASIC PROVISIONS**

1. This contract for the Promotion of Moravian-Silesian Region (hereinafter referred to as the "**Contract**") 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 regulated by this Contract are governed by the provisions of the Civil Code.
2. The Contracting parties declare that the information provided in Article I of this Contract is true and accurate at the time of conclusion of the Contract. The Contracting parties undertake to notify the other Contracting party in writing of any changes to this information without delay. In the event of a change in the identification details of the Contracting parties, including a change of account, it is not necessary to conclude an amendment to

the Contract, but the notification of such a change must be signed by the person authorized to sign this Contract. In the event of a change in the Provider's account, the Provider is also obliged to prove ownership of the new account by providing a copy of the relevant agreement or confirmation from the financial institution.

3. The Contracting parties declare that the persons signing this Contract are authorised to do so.
4. From the point of view of value added tax, performance under this Contract shall be carried out in accordance with the applicable legal regulations of the Czech Republic. The Contracting parties expressly agree to this procedure.

### III.

#### SUBJECT MATTER OF THE CONTRACT

1. The Provider undertakes to ensure the implementation of the promotion of Moravian-Silesian Region and the Statutory City of Ostrava for the Ordering Party, to the extent and in the manner specified in Annex No. 1 to this Contract (hereinafter referred to as "**Promotion**"). The Ordering Party undertakes to pay the Provider the price for the Promotion in accordance with Article IV of this Contract.
2. The purpose of this Contract is primarily to ensure the international promotion of 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 travellers 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 Ordering Party within the scope specified in this Contract is:

	Total price in EUR
Price for Promotion	1 330 000

A detailed calculation of the price for Promotion is provided in Annex 1 to this Contract.

2. The price for Promotion according to paragraph 1 of this article of the Contract includes all costs incurred by the Provider in connection with the fulfilment of its obligations under this Contract. The price for Promotion is set as the maximum permissible amount and cannot be exceeded.

### V.

#### TERM AND PERIOD FOR PERFORMANCE

1. This Contract is concluded for a fixed term, namely for the duration of the Promotion, which will take place in the period from May 15, 2026 to November 15, 2026.
2. The Provider undertakes to implement (ensure) individual forms of Promotion within the terms (periods) specified in Annex No. 1 to this Contract.

3. The Ordering Party reserves the right to terminate this Contract under the conditions specified in Article X(2) of this Contract, even without giving a reason.

## **VI.**

### **RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES**

1. The Provider is obliged to:
  - a) Carry out the Promotion properly and in a timely manner in accordance with Annex 1 to this Contract.
  - b) Follow the Ordering Party's instructions when carrying out the Promotion.
2. The Ordering Party is obliged to provide the Provider with all necessary cooperation to ensure the Promotion, in particular to deliver the necessary materials in a proper and timely manner in accordance with Annex No. 1 to this Contract.
3. Within 30 days of the end of the Promotion, the Provider is obliged to prepare a report in which he will list and duly document the forms of promotion implemented, and to submit this report to the Ordering Party. The report shall include a list of routes, which shall clearly show the movements of individual aircraft during the relevant period, through which the performance (aircraft wrapping) under this Contract was provided to the Ordering Party (with the dates of individual flights and destinations, or other identifying information). The information shall be presented in such a way that it is clear whether all the conditions arising from this Contract have been fulfilled. Furthermore, during the term of the Contract, the Provider shall, as part of ongoing monitoring of the proper performance of the Promotion, send documentation proving the proper performance of his obligations under this Contract and indicators of the effectiveness of individual media in accordance with Annex No. 2 to this Contract to the email address [REDACTED] at least every two (2) months.
4. The Provider must allow the Ordering Party to check the advertising performance at any time during the term of this Contract, unless there are objectively serious operational reasons preventing this.

## **VII.**

### **LIABILITY FOR DAMAGES**

The Contracting parties have agreed to limit the compensation for damages that may arise for either Contracting party in connection with this Contract to a maximum of the price specified in Article IV of this Contract for lost profits and actual damages. The Contracting parties declare that they consider the amount determined under this Article VII to be reasonable in view of the possible damages that may arise and the difficulties in quantifying them. The limitation under this Article shall not apply to damage caused intentionally or by gross negligence.

## **VIII.**

### **PAYMENT TERMS**

1. The Contracting parties have agreed on partial performance, whereby payment for Promotion shall always be made after two (2) months, with the exception of November 2026, for which a separate partial payment shall be made. The amount of partial payments

shall be determined in accordance with Annex 1 to this Contract and with regard to the performance provided for the relevant period.

2. The basis for payment of the price for Promotion shall be an invoice that meets all the requirements set out in the legal regulations of the Czech Republic (hereinafter referred to as the "**invoice**"). In addition to the requirements set out in the applicable legal regulations, the Provider shall also be obliged to include the following information in the invoice:
  - a) the Ordering Party's contract number, public contract number (i.e. 171/2025), the Ordering Party's ID No.,
  - b) subject of the Contract, i.e. the text "Contract for the Promotion of the Moravian-Silesian Region",
  - c) name of the bank and account number to which payment must be made (if the account number differs from the number specified in Article I(2), the Provider is obliged to inform the Ordering Party of this fact in accordance with Article II(2) of this Contract),
  - d) invoice due date,
  - e) the name of the person who issued the invoice, including their signature and contact telephone number,
  - f) documentation proving the proper fulfilment of the Provider's obligations under the Contract.
3. The obligation to pay the price for Promotion is fulfilled on the day the relevant amount is credited to the Provider's account.
4. The invoice is due within 30 calendar days of its delivery to the Ordering Party. The invoice shall be delivered electronically in a non-editable format by e-mail to [REDACTED] or [REDACTED] from Provider's e-mail address: [REDACTED]
5. If the invoice does not contain the mandatory or agreed details or if the price is incorrectly charged, the Ordering Party is entitled to return the invoice to the other Contracting party before the due date for correction, stating the reason for the return. The Provider shall correct the invoice and re-deliver it to the Ordering Party. By returning the defective invoice to the Provider, the original due date shall cease to apply. The new due date of fourteen (14) days shall run from the date of delivery of the corrected invoice to the Ordering Party.
6. In case that any payment shall be made to the Ordering Party, the Ordering Party declares that all payments will be settled by the Provider to the bank account details indicated in the Article I (1) (In the event of a change in bank details, the Ordering party is obliged to inform the Provider in writing. The notification of a change in bank details must be signed by the person authorized to sign this contract.). The Ordering Party declares that it will not issue any invoices to any other payment beneficiary. The Provider is entitled to return the invoice to the Ordering party before the due date for correction, stating the reason for the return. The Ordering Party shall correct the invoice and re-deliver it to the Provider. By returning the defective invoice to the Ordering Party, the original due date shall cease to apply. The new due date of fourteen (14) days shall run from the date of delivery of the corrected invoice to the Provider.

7. If the deadline for payment is exceeded or the Provider does not receive payment in full on due time, the Provider is entitled to charge maximum statutory interest for delay. The same procedure will be followed in cases where the invoice is issued by the Ordering Party.
8. All bank charges or bank commissions charged by the Ordering Party's bank shall be paid by the Ordering Party. All bank charges or bank commissions charged by the Provider's bank shall be paid by the Provider.

## **IX.**

### **PENALTY CLAUSE**

1. The Provider shall be obliged to pay the Ordering Party a contractual penalty of EUR 500 (in words: five hundred euros) for each day of delay, including any day commenced, in the performance of any of his obligations defined in this Contract and for each individual breach of obligation. This shall not affect the Ordering Party's right to compensation for damages.
2. Given that some forms of advertising take place directly on the exterior surface of the aircraft (aircraft wrapping), the Provider undertakes to ensure that, during the period of performance of the given service, the aircraft through which he provides advertising will carry out at least 180 flights. In the event that at least 180 flights are not made, the Contracting parties have agreed that the price for each form of advertising that is not carried out will be reduced proportionally.

## **X.**

### **TERMINATION OF THE CONTRACT**

1. This Contract shall be terminated:
  - a) by written agreement of the Contracting parties,
  - b) by unilateral withdrawal from the Contract due to a substantive breach by the other Contracting party,
  - c) in any other manner specified by law.
2. The Ordering Party is entitled to withdraw from this Contract in the following cases:
  - a) if the competent court has ruled that the Provider is bankrupt within the meaning of Act No. 182/2006 Coll., on Bankruptcy and Methods of its Resolution (Insolvency Act), as amended (regardless of the legal force of this ruling),
  - b) if the Provider files for insolvency on his own behalf.
3. Withdrawal from the Contract shall not affect the right of the entitled Contracting party to payment of a contractual penalty or compensation for damage caused by breach of Contract.

## **XI.**

### **ANTI-CORRUPTION CLAUSE**

1. The Contracting parties shall ensure that, in connection with the performance of the Contract, they shall exercise due diligence and comply with the applicable anti-corruption

laws and regulations and to the lawful settlement of transactions, costs and expenses, and the giving and receiving of financial benefits.

2. In order to properly perform an obligation referred to the above, the Contracting parties shall ensure that during the implementation of the Contract they shall enable each person acting in a good faith to anonymously report irregularities and that no retaliatory measures shall be taken against any person reporting irregularities.
3. Each Contracting party undertakes to inform the other Contracting party immediately of any breach of these provisions. At the written request of either Contracting party, the other Contracting party shall promptly provide information and answer reasonable questions of the other Contracting party regarding the performance of the Contract in accordance with these provisions.
4. The Contracting parties accept that the breach of the provisions contained in this anti-corruption clause may result in the termination of the Contract without the notice period provided for therein, and that the Contracting party breaching the provisions of the anti-corruption clause shall not be entitled to any claims in this respect.

## **XII.**

### **SANCTIONS AGAINST RUSSIA AND BELARUS**

1. Each Contracting party is responsible for ensuring that payments made by the other Contracting party under this Contract are not directly or indirectly, or even partially, provided to persons subject to so-called individual financial sanctions within the meaning of Article 2(2) of Council Regulation (EU) No 208/2014 of March 5, 2014 on restrictive measures against certain persons, entities and bodies in view of the situation in Council Regulation (EC) No 765/2006 of May 18, 2006 on restrictive measures against the president Lukashenko and certain representatives of Belarus and who are included on the so-called sanctions lists (according to Annexes 1 of both regulations); if any of the regulations is replaced in the future by other legislation of similar significance, the aforementioned obligation shall apply mutatis mutandis.
2. Each Contracting party represents and warrants that neither it nor any of its affiliates are listed on any applicable sanctions list or controlled by a sanctioned person. If at any time following the entry into force of this Contract either Contracting party or any of its affiliates becomes a sanctioned person, or a sanctioned person or entity acquires control of either Contracting party or any its affiliates, the other Contracting party shall be promptly notified if such affects the performance of this Contract.
3. The Contracting party is obliged to inform the other Contracting party without delay of any facts that may affect the Contracting party's liability under paragraphs 1 and 2 of this article. At the same time, each Contracting party is obliged to provide the other Contracting party with cooperation at any time to the extent necessary for the possible verification of the accuracy of the information under paragraphs 1 and 2 of this article of the Contract.
4. If the rules under this article are breached by any Contracting party, the other Contracting party is entitled to:

- a. terminate this Contract without a notice period during the term of the sanctions and the Contract,
  - b. withhold due and undue payments to the Contracting party, if it would involve a violation of the sanctions, until the sanctions are lifted,
  - c. receive a contractual penalty of EUR 10.000 from the other Contracting party for each individual breach.
5. Termination of the Contract in accordance with this article shall not affect the obligations of the breaching party arising from the quality guarantee, liability for defects, obligation to pay a contractual penalty, obligation to compensate for damage, and obligation to maintain the confidentiality of information related to the performance of this contract.

### **XIII.**

#### **FINAL PROVISIONS**

1. The Contracting parties may only amend or supplement the Contract in the form of written amendments, which shall be numbered consecutively, expressly declared to be an amendment to this Contract and signed by the authorised representatives of the Contracting parties.
2. This Contract shall enter into force on the date of its handwritten or electronic signature by both Contracting parties and shall take effect on the date on which the other Contracting party receives the expression of consent to the content of the draft Contract, unless Act No. 340/2015 Coll. on special conditions for the effectiveness of certain contracts, the publication of such contracts and the register of contracts (the Act on the Register of Contracts), as amended (hereinafter referred to as the "**Act on the Register of Contracts**"), provides otherwise. In such a case, the Contract shall take effect no earlier than on the date of its publication in the register of contracts.
3. The Contracting parties have agreed to publish the Contract in the register of contracts in accordance with the Act on the Register of Contracts. Publication in the register of contracts within the meaning of the Act on the Register of Contracts shall be carried out by the Ordering Party in accordance with the law.
4. In the case of handwritten execution, this Contract shall be executed in three (3) copies, each of which is valid as an original, of which the Ordering Party shall receive two (2) copies and the Provider shall receive one (1) copy. In the event of discrepancies between the language versions (Czech and English), the Czech version shall prevail. In the case of electronic execution, each of the Contracting parties shall receive one (1) electronic copy having the validity of an original.
5. The Contracting party may not assign its rights and obligations under this Contract to a third party without the prior written consent of the other Contracting party.
6. This Contract shall be governed by the legal system of the Czech Republic.
7. The Contracting parties unanimously declare that they have read this Contract prior to signing it and that it has been concluded after mutual discussion according to their true and free will, definitely, seriously and comprehensively, not under duress or under conspicuously disadvantageous conditions, and that they have agreed on its entire content, which they

confirm with their signatures.

- Both Contracting parties confirm that they are separate data controllers and they shall comply with their respective obligations under applicable Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) as they apply to the performance under this Contract.

The personal data contained in this Contract will be processed by the Contracting parties solely for the purposes of fulfilling the rights and obligations arising from this Contract; this personal data will not be used by the Contracting parties for any other purposes. The Contracting parties comply with applicable legal regulations when processing personal data. Detailed information on personal data protection is available on the Ordering Party's official website <https://www.msk.cz/> and on the Provider's official website <https://www.lot.com/pl/en/personal-data-protection/personal-data-contract>

- Clause on the validity of legal acts pursuant to Section 23 of Act No. 129/2000 Coll., on regions (regional establishment), as amended:

The Ordering Party has the consent of the Regional Council to conclude this Contract, granted by Resolution No. 42/2683 dated May 4, 2026.

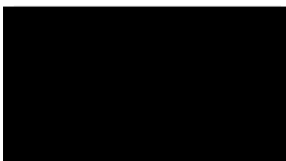
- These annexes form an integral part of the Contract:

Annex No. 1 - Specification of the subject of performance, performance period and price calculation;

Annex No. 2 - Indicators of the effectiveness of individual media.

In Ostrava on ..... /on the  
date of the electronic signature:

In Warsaw on ..... / on the date  
of the electronic signature:



For the Ordering Party  
Regional Governor

for the Provider