

# Promotion Agreement

Entry into force: [\*]

[\*], personal identification code / date of birth: [\*], address: [\*] (hereinafter **the Customer**)

and

[\*], personal identification code / date of birth: [\*], address: [\*] (hereinafter **the Contractor**)

**Customer** and **Contractor** hereinafter also respectively **Party** or jointly **Parties** have concluded this agreement (hereinafter **the Agreement**) in the following:

## 1 Object of the Agreement

- 1.1 The Customer and the Contractor hereby agree on the promotion service which is aimed at the sale promotion, image building and advertising of the Customer's products by the Contractor (hereinafter **the Promotion Service**) starting from [\*] until [\*].
- 1.2 The Promotion Service is provided for the following products: [\*] (hereinafter **the Products**).
- 1.3 The Contractor shall perform the following activities in the course of the Promotion Service:
- 1.4 The location of the performance of the Promotion Service is: [\*].

## 2 Rights and obligations of the customer

### 2.1 The Customer shall be entitled to:

- 2.1.1 request information from the Contractor regarding the manner and conditions of the provision of the Promotion Service and either approve these or request their amendment;
- 2.1.2 request from the Contractor information regarding the provision of the Promotion Service and its results.

### 2.2 The Customer shall be obliged to:

- 2.2.1 provide information to the Contractor regarding the Products and their use to the extent necessary for provision of the Promotion Service;
- 2.2.2 pay the Contractor the fee for the provision of the Promotion Service according to the conditions provided in the Agreement;
- 2.2.3 during the validity of the Agreement, not to procure Promotion Service for the Products listed in the Agreement from any third party.

## 3 Rights and obligations of the contractor

### 3.1 The Contractor shall be entitled to:

- 3.1.1 receive information regarding the Products and their use to the extent necessary for successful provision of the Promotion Service;

- 3.1.2 choose the exact manner and conditions for provision of the Promotion Service within the scope provided in the Agreement;
- 3.1.3 receive the fee for the provision of the Promotion Service on the conditions provided in the Agreement.
- 3.2 **The Contractor shall be obliged to:**
  - 3.2.1 obtain consent from the Customer for the manner and conditions for provision of the Promotion Service before commencement of the provision of the Promotion Service;
  - 3.2.2 provide information to the Customer regarding the provision of the Promotion Service and its results;
  - 3.2.3 during the validity of the Agreement, not to provide Promotion Service to the competitors of the Customer. In the meaning of this Agreement the competitors of the Customer are persons that trade with the same or similar products as the Products that are the object of the Promotion Service;
  - 3.2.4 ensure the competence of all persons involved by the Contractor in the provision of the Promotion Service and the compliance of their activities with the Agreement.

#### **4 Contractor's representations**

- 4.1 **The Contractor hereby represents that:**
  - 4.1.1 it has sufficient knowledge and skills for provision of the Promotion Service;
  - 4.1.2 it provides the Promotion Service in the best interests of the Customer and will apply all necessary and reasonable measures in order to carry out the Promotion Service effectively and professionally;
  - 4.1.3 the provision of the Promotion Service is carried out in compliance with valid legal acts;
  - 4.1.4 in the course of the provision of the Promotion Service no third party rights, incl. copyright, are violated.

#### **5 Fee**

- 5.1 The Customer shall pay to the Contractor a fee in the following manner: [\*].
- 5.2 In case of delays in the payment of the fee the Contractor shall be entitled to claim a delay fine from the Customer in the amount of [\*] % from the delayed amount for each day of delay.

#### **6 Liability**

- 6.1 In case the Contractor violates an obligation arising from the Agreement the Customer is entitled to request the payment of contractual penalty for each violation. The amount of contractual penalty is [\*].

#### **7 Confidentiality**

- 7.1 This Agreement and information related to it, also the documents and materials or other such information, documents and materials that the Parties have received from each other in relation to this Agreement are considered to be confidential information.
- 7.2 Parties may disclose the aforementioned confidential information to third parties only in case such information must be disclosed according to valid law or this Agreement. This requirement is not applied to the auditors and legal advisers of the Parties, which are bound with loyalty and confidentiality obligation.

7.3 Parties may disclose the fact of conclusion of this Agreement.

## **8 Force Majeure**

8.1 Failure to perform the obligations under the Agreement or non-conforming performance of the obligations is not considered to be a breach of agreement and it is excusable in case it was caused by circumstances, the occurrence of which the Parties did not and could not foresee at the conclusion of the Agreement (Force Majeure). Force Majeure is a circumstance which the Party could not affect and it could not have been expected from the Party, following the principle of reasonableness, that such Party would take such circumstance into account or avoid it or surmount such impeding circumstance or its result at the moment of conclusion of the Agreement. Force Majeure circumstance is, inter alia, flood, fire, natural disaster, war, act of terror and strike, which renders the execution or due execution of the Agreement impossible.

8.2 Party, whose actions in performing the obligations under the Agreement are hindered by the Force Majeure circumstances, shall inform immediately the other Party of such fact. In case of occurrence of the Force Majeure circumstances the term of the Agreement is automatically extended by the period of occurrence of such circumstances.

8.3 When the Force Majeure circumstances cease, a Party is obliged to continue immediately the execution of the Agreement and shall prove the occurrence of the Force Majeure circumstances.

8.4 Occurrence of the Force Majeure circumstances shall not release a Party from the obligation to apply all possible measures for avoiding or decreasing the extent of any damages.

8.5 In the meaning of this Agreement a Force Majeure circumstance will not be the change in the economic status of a Party, bad weather conditions, increase in prices, bankruptcy or bankruptcy caution or the securing of a legal action. Occurrence of a Force Majeure circumstance shall be proven by the Party that wishes to lean on such circumstance in order to be released from the liability deriving from the law or Agreement for breaching the Agreement.

## **9 Validity, amendment and termination**

9.1 The Agreement enters into force at the date provided in the preamble of the Agreement and shall expire on [\*].

9.2 The Parties may amend the Agreement only with the mutual written agreement.

9.3 The Parties shall be entitled to cancel the Agreement at any time by informing the other Party at least [\*] calendar days in advance.

9.4 A Party may cancel the Agreement unilaterally without following the notification term provided in the section above in case the other Party has failed to perform its obligations under the Agreement.

## **10 Governing law and jurisdiction**

10.1 The document shall be governed by [\*], without giving effect to any conflicts of law principles that might refer the governance, construction or interpretation of this document to the laws of another jurisdiction.

10.2 Any disputes arising from or related to the document that cannot be resolved by means of negotiations by the Parties, shall be resolved in [\*].

## **11 Miscellaneous**

11.1 The Parties shall act with one another according to the principles of good faith and reasonableness and shall take the other party's rights and interests into account from all perspectives.

- 11.2 The Agreement embodies the entire agreement and understanding between the Parties hereto with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements and understandings other than this Agreement relating to the subject matter hereof.
- 11.3 The Parties hereby confirm that the Agreement is in conformity with the actual intentions of the Parties. The Parties disclose that all terms of the Agreement have been negotiated and that both Parties had the possibility to affect the content of every condition of the Agreement.
- 11.4 The Parties hereby confirm that they have disclosed to one another all matters relating to the purpose of the Agreement that the other Party has or may have essential recognisable interest in, that the rights and interests of the the other Party have been taken into account and that data disclosed has been truthful.
- 11.5 Delay concurring at the execution of rights or fulfilment of obligations arisen from the Agreement does not mean waiving the rights or being released from fulfilling the obligation. Partial execution of rights or partial demand of fulfilling the obligations does not eliminate the right to fully execute the rights or demand full performance of the obligation, unless stated otherwise in the Agreement.
- 11.6 Upon termination of the Agreement for any reason, the provisions that in their essence regulate the rights and obligations of the Parties after the termination of the Agreement, remain in force also after the termination of the Agreement.
- 11.7 Unless stated otherwise in the Agreement, neither Party may assign or transfer to the third party any of its rights or obligations hereunder without the prior written approval of the other Party.
- 11.8 In any matter not regulated in the Agreement, the Parties act in accordance with the law, good morals, established usages and practices.
- 11.9 Any amendment of this Agreement will be valid and effective only if it is composed in written form and signed by all Parties or their authorised representatives.
- 11.10 Daily information, which does not have legal consequences, delivered to the contacts marked in the Agreement, is deemed to be received without any additional confirmation. All important notifications related to the Agreement shall be delivered in written form. Any demand arising from the breach of the Agreement shall be delivered to the other Party in written form.

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[\*]

Signed digitally

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[\*]

Signed digitally