

CROATIAN NATIONAL TOURIST BOARD, Zagreb, Iblerov trg 10/IV, represented by Director Kristijan Staničić (hereinafter: the Client), PIN (OIB): 72501368180

and

Company name, address, PIN (OIB): , represented by (hereinafter: the Contractor), PIN (OIB):

concluded on xy xy 2023 the following

MODEL BUSINESS COOPERATION AGREEMENT

Creation of an exhibition space (stands) of the Croatian National Tourist Board at fairs abroad from November 2023 until the end of 2027

SUBJECT OF THE AGREEMENT

Article 1

The subject of this agreement is the creation of an exhibition space (stands) of the Croatian National Tourist Board at fairs abroad from November 2023 until the end of 2027 specified in Article 3 of this agreement. The Bidding documentation, Technical documentation of stand CNTB 2023 and the submitted tender form an integral part of this Agreement.

Article 2

The creation of exhibition spaces includes the following works and services:

- creating the project documentation and coordinating it with the client until final approval,
- creating and fully equipping the stand according to the technical documentation for the creation of the stand and the project term of reference according to the “turnkey” principle,
- preparing the project documentation and creating and equipping the stand according to European standards, that is, according to the regulations of the individual fair,
- distributing the received promotional materials in agreement with the stand staff immediately before the handover of the stand,
- transportation to the venue of the fair, assembly and disassembly of all elements of the exhibition space and transportation to the Contractor’s storage room,
- cleaning of floors and all stand elements, including the dishes and kitchen elements.

The exhibition space must include (detailed drawings of tourism fairs in the Technical documentation of stand CNTB 2023):

There are several specifics when it comes to performances at tourism fairs. One performance concept is used at camping, nautical and general fairs and another at congress fairs. It is specifically determined which elements the exhibition space must contain (detailed drawings of tourism and congress fairs in the technical documentation):

1) A stand at tourism fairs includes:

- 1 CNTB desk with adequate signs that CNTB delivers for each fair (in the language of the market where the fair is held),
- appropriate furniture in accordance with the technical documentation,
- portal as an addition to the CNTB main desk that is used at stands from 99 m2 and more or when needed,
- 2 totems at stands smaller than 99 m2,
- CNTB table with 4 chairs,

- B2B and B2C co-exhibitor spaces, depending on the type of fair, will be defined by the Client
- a trash can for each co-exhibitor space,
- a garland on the truss construction that surrounds the stand with multimedia elements, graphics and CNTB signs (logo and slogan), lighting and speakers,
- storage room with shelves and a kitchen,
- bar (stand at the ITB and WTM fairs), but also at the other biggest stands, if needed.
- LED walls in accordance with the specifications in the technical documentation,
- multimedia equipment in accordance with the technical documentation,
- VIP room and/or additional room (VIP/storage room) with defined elements (large stands at the WTM and ITB fairs and others if needed),
- everything else in accordance with the Technical documentation of stand CNTB 2023

Necessary equipment in the storage room/kitchen:

a) Large stands of 144 m² and more:

- shelves for brochures, worktop for preparing food measuring 1 m * 60 cm, sink and refrigerator, trash can in the storage room/kitchen, filter coffee machine (clean and lime-free), electric coffee machine compatible with the selection of Franck capsules, electric kettle, scissors, scalpel, floor cleaning equipment (bucket, mop, broom and shovel), structure/wardrobe with coat hangers and the following dishware:
 - set of 12 glasses for juice/water
 - set of 12 glasses for white wine
 - set of 12 glasses for red wine
 - 12 ceramic coffee cups with 12 small saucers for serving
 - bottle opener
 - 3 trays (platter) of approx. 50 x 30 cm
 - glass or ceramic bowls with a diameter of 10 cm for all co-exhibitor spaces and 5 pcs for the needs of the CNTB
 - set of 12 forks and knives and 12 small coffee spoons
 - big bread knife
 - cutting board (for cold cuts, bread...)
 - 3x board (wooden) for serving of approx. 50/60 * 25 cm.

b) Smaller sized stands:

shelves for brochures, sink and refrigerator, trash can in the storage room/kitchen, filter coffee machine (clean and lime-free), electric coffee machine compatible with the selection of Franck capsules, electric kettle, scissors, scalpel, floor cleaning equipment (bucket, mop, broom and shovel), bottle opener, structure/wardrobe with coat hangers, set of 6 ceramic coffee cups with saucers, set of 6 water glasses, glass or ceramic bowls with a diameter of 10 cm for all co-exhibitor spaces and 3 pcs for the needs of the CNTB

For each fair, it is possible to additionally define what is needed from the dishware and other equipment listed for large and smaller stands.

The specifics of individual fairs in terms of the use of individual stand elements at certain fairs are listed in attachment 7 of the tender documentation, which specifies the needs of the stand elements for individual fairs. The exact number of co-exhibition places will be obtained by the contractor immediately before the fair is held, in accordance with the deadlines specified in the tender documentation.

The Contractor shall independently assess the quantity of LED screens and other multimedia equipment required for all fairs, in accordance with the technical documentation. CNTB can modify needed amounts depending upon the particular stand.

2) Congress fairs:

The exhibition space consists of:

- 1 info desk of the Croatian tourism offer (CNTB desk) with a sign in English and 2 bar stools,
- CNTB space for group presentations (15 seats) with a microphone and 2 speakers, a bar table and one stool, a screen for displaying a presentation and a laptop socket next to the screen,
- co-exhibitor spaces at congress fairs – a high table for conversations with a lockable cabinet, a door to lock the cabinet on each side of the table, a shelf inside the cabinet, a shelf under the upper surface of the table inside of which there are two sockets on each side,
- table dimensions: height 110 cm, depth 55 cm, width 135–140 cm; cabinet dimensions: width 25–30 cm, height and depth the same as the table,
- 2 freestanding panels with luminous graphics,
- storage with: shelves on both long sides of the storage, refrigerator, sink and work surface (without cooking elements), wardrobe with hangers and a pull-down bar (like now),
- bar with high serving surface, work surface, wine cooler, sink and storage cabinets,
- LED wall behind the bar and on the outside wall of the presentation room,
- hanging lighting above the tables of co-exhibitors,
- garland on the truss construction surrounding the stand as well as at general fairs,
- equipment and dishware in the kitchen as well as at large general fairs without a filter coffee machine.

PRICE

Article 3

The Contractor will build the stand according to the actual surface area of the stand and issue an invoice to the Client according to the actual surface area in accordance with the unit price of 1 sq.m. which is _____EUR +VAT.

Considering the specificity of ordering the fair space and the choice of fair performances, the Croatian National Tourist Board reserves the right to change the number of fair performances and the total required surface area for all fairs, without the right of the Contractor to any damages.

The price of the technical realisation of 1 m² of the exhibition space (stand) is _____EUR +VAT and includes all the accompanying works and services for the creation of the exhibition space according to the "turnkey" principle, specified in Article 2 and the Technical documentation of stand CNTB 2023. The costs related to the assembly (forklift rental, suspension motors/motor or electrical hoists, motor controls, etc.) and additional days of construction (compared to the number of days prescribed by the fair organiser) are borne by the Contractor, i.e. should be included in the prices specified in Article 3.

The costs related to: the rental of the space; lease of suspension points and installation of motors on suspension points and in case electrical connection for motors is required; fees for the construction of the stand, water and electricity connection are not included in the tenderer's price, but are paid for by the Client (Croatian National Tourist Board).

For any unforeseen additional works and services which need to be performed based on subsequent written and oral instructions of the Client, the Contractor will charge and issue an invoice regardless of the provisions of this agreement in accordance with the rules of the profession, and the Client undertakes to make the payment within 30 days.

The Contractor is authorised to inform the stand manager or another authorised person of the Client on the need for any additional works and services.

The Client undertakes to notify the Contractor in advance by email on the contact of the Stand Manager or other authorised person, and without such notification the Contractor is not obliged to act in accordance with such instructions.

METHOD OF PAYMENT

Article 4

The Contractor shall issue an invoice to the Client for each fair performance at the end of the fair.

The contract price per 1 m² according to Article 3 and the total price should be clearly indicated on the invoice.

The Contractor shall attach to the invoice about 10 electronic photos showing all the essential elements of the stand for each individual fair and a statement that the handover was done in accordance with the project documentation (Record of the handover of the stand and equipment). Likewise, in the event of an extraordinary situation (failure of technical equipment, etc.), a report must be submitted in which it should be stated which interventions were necessary during the fair.

The Client undertakes to pay the invoice within 30 days from the date of the receipt of the invoice and the specified attachments.
Advance payment is excluded.

PREPARATION OF PROJECT DOCUMENTATION

Article 5

A detailed specification of graphic standards can be found in the Technical documentation of stand CNTB 2023.

The CNTB shall provide the promotional video material and graphics for the stand. All signs must be in the language of the country where the fair is taking place, except in the case of congress fairs where English is used, since these fairs are international. In the case of deviation from the above stated use of languages, the Client shall provide exact instructions. The Client shall deliver language variants of all the necessary signs and logos.

The design shall be agreed with the Client (CNTB). The Contractor shall prepare for printing according to the instructions of the Client.

The Client (CNTB) shall ensure all multimedia content and the Contractor shall reproduce this content correctly.

The Client undertakes to send the Contractor a drawing in which the position of the stand and the dimensions of the space are determined, which represents the basis for the preparation of the project documentation, no later than 7 weeks before each fair performance. Deviations are possible due to force majeure.

When necessary, the Client shall ask earlier for the drafting of the drawing/floor plan of the stand and assistance in defining the most optimal surface area and dimensions of individual stands.

In addition to the drawing from paragraph 1 of this Article, the Client shall submit to the Contractor a project term of reference and instructions for each fair, containing a specification of the necessary auxiliary rooms, connections (electricity, water and/or similar), a specification of the necessary furniture, a defined number of co-exhibitors and a specification of designs and logos/signs of the co-exhibitors.

Along with the drawing, project term of reference and instructions from paragraphs 1 and 2, the Client undertakes to inform the Contractor in writing about the official person or persons of the Client who are authorised to give instructions to the Contractor, as well as the ways of contacting said persons. Otherwise, the Contractor will not be obliged to act on the order of a person who is not specified as an official person in the written notification specified in this paragraph.

The Client also undertakes to inform the Contractor on the Stand Manager or another authorised person of the Client in writing, via email, no later than one day before the start of the construction of the stand. Otherwise, the Contractor or the official person or official persons of the Contractor will not be obliged to act on the order of that person.

The official person of the Client specified in writing under paragraphs 3 and 4 of this Article may inform the Contractor in writing, by electronic mail, about another person who is authorised to give orders or instructions to the Contractor. Otherwise, the Contractor or the official person or official persons of the Contractor will not be obliged to act on the order of that person.

The Contractor undertakes, based on the received drawing of the position of the stand and dimensions of the space, the project terms of reference and instructions, to submit a floor plan proposal within 10 days of receipt of the project terms of reference from the Client, and no later than 6 weeks before the fair prepare the project documentation for the creation of the stand for

each performance (unless defined otherwise by the organiser of the fair) and deliver it to the Client by email for approval. The project documentation must include the floor plan of the exhibition space, the positions and dimensions of graphics and inscriptions, technical specifications for LED screens and multimedia elements and other elaborated details of the exhibition space, in accordance with the received project term of reference and the instructions of the Client.

The Contractor undertakes to remove the Client's objections regarding the project documentation within 2 days, unless otherwise determined by the situation, following the receipt of the Client's notification and new instructions.

In the event that the Client does not receive the drawing of the stand position and space dimensions from the fair organizer in a timely manner, the Contractor shall, maximum within a week from the receipt of the project terms of reference from the Client, create and deliver the project documentation to the Client via email.

The project documentation must correspond to the technical documentation, performance and safety regulations for the fair in question, which the Contractor shall prove with a certificate and the organizer's consent to the performance. All costs related to the preparation of the necessary documentation are borne by the Contractor.

CONSTRUCTION OF THE EXHIBITION SPACE

Article 6

The Contractor undertakes to create an exhibition space for each fair in accordance with the received project term of reference and instructions from the Client, the approved project documentation, and the rules of the profession.

The Contractor shall complete the exhibition space and perform the handover no later than the day before the opening of the fair by 12 p.m. Following the handover, the Contractor can only perform minor finishing works and thoroughly clean the stand and all elements of the stand. Upon request of the client, the Contractor will adjust the exhibition space in specified volumes and delivered equipment (movement of non-wearable elements of the stand and/or furniture, etc.), which the Contractor's engagement enters the agreed price for the construction of the stand.

SUPERVISION OF WORK PERFORMANCE

Article 7

The Client has the right to supervise the construction of the exhibition space and to give instructions to the Contractor whenever it suits the nature of the work of construction of the exhibition space, and the Contractor shall enable this supervision.

The Contractor shall warn the Client of any defects in their order or their instructions, as well as of other circumstances that may affect the quality of the exhibition space or its timely completion.

The Contractor shall respond to all inquiries of the Client (by phone, email) within 2 working days.

All communication of the Contractor with the Client shall be carried out via the CNTB.

PROFESSIONAL STAFF OF THE CONTRACTOR

Article 8

- From the handover of the exhibition stand until the end of the fair, the Contractor undertakes to provide an expert for the video wall, lighting, sound, electrical equipment, and the structure in general. Professional staff should actively know Croatian or English, so that the person in charge is able to solve all possible problems and shortcomings that arise in the functioning and equipment of the created exhibition space.

The Contractor undertakes to correct minor defects within 1 hour and bigger defects within 3 to 5 hours from receiving such an order from the stand manager.

The Contractor shall deliver contact information of the professional staff who will be at the stand manager's disposal during the fair to the Client just before the fair.

The Client shall ensure entry passes for the professional staff.

TYPES OF BREACH OF CONTRACTUAL OBLIGATIONS

Article 9

Breaches of agreement can be divided into three types of breaches:

1. minor breaches of agreement
2. moderate breaches of agreement
3. inadmissible breaches of agreement

MINOR BREACHES OF AGREEMENT

Article 10

If the Contractor exceeds the deadlines specified in Article 5, paragraphs 7, 8 and 9, the Contractor undertakes to pay the Client for each individual day of delay a contractual penalty in the amount of 5% of the total price of the service of creating the exhibition space for the fair performance to which this breach of contractual obligation refers.

Other minor breaches:

- lack of equipment or a part of additional equipment in the storage space and meeting room specified in Article 2,
- dirty or defective equipment or part of the equipment in the storage space specified in Article 2,
- minor damage on the stand — visibly scratched floor or furniture,
- improperly cleaned floor, furniture, structure and other parts of the stand,
- a defect in print or an error in the application mode.

If the minor breaches are not eliminated by the start of the fair, the Client will reduce the Contractor's fee for the construction of the stand at that fair in the amount of EUR 2,000.00.

MODERATE BREACHES OF AGREEMENT

Article 11

If the Contractor exceeds the deadline specified in Article 6, paragraph 2, or the completion of the exhibition space and the handover of the stand on the day prior to the opening of the fair (deadline

until 12 p.m.) between 12 and 7 p.m., the Contractor undertakes to pay the Client a contractual penalty in the amount of 30% of the total price of the service of creating the exhibition space for the fair performance to which this breach of contractual obligation refers.

Other medium breaches of agreement:

- faulty storage room doors,
- faulty meeting room doors,
- incorrect graphic element on the CNTB desk,
- incorrect print of CNTB photos, signs and other graphic elements,
- incorrect print of co-exhibitor graphics and signs,
- damage to the print of CNTB or co-exhibitor graphics,
- incorrect playback of multimedia content.

If the aforementioned breaches are not eliminated by the start of the fair, the Contractor undertakes to pay the Client a contractual penalty in the amount of 30% of the total price of the service of creating the exhibition space for the fair performance to which this breach of contractual obligation refers.

In case of defects in the co-exhibitor's space (desk, bar stool, table with chairs), the Contractor shall remove all defects as soon as possible, but before the start of the fair. Otherwise, the Contractor shall pay the Client a contractual penalty in the amount of 100% of the total cost of arranging the co-exhibitor's space where a defect or defects were observed.

INADMISSIBLE BREACHES OF AGREEMENT

Article 12

In the event that the exhibition space is not completed and the handover is not carried out before the opening of the fair, the Croatian National Tourist Board will activate a guarantee for the orderly execution of the agreement, the Contractor shall pay a penalty for the said omission in the amount of EUR 100,000 for fairs up to 100 m², and EUR 150,000 for fairs of 100 m² and more.

Pursuant to Article 7, if the supervision establishes that parts of the stand are not in accordance with the technical documentation and that the Contractor has used alternative solutions and non-prescribed materials without consulting the Author or the Client, and if an individual exhibition space in any of its elements deviates from:

- the contractual provisions defined in the Tender Documentation,
- the tender that was presented to the Client during the Contractor's tender for the conclusion of this agreement,
- the approved project documentation and the received project term of reference and instructions from the Client for each individual fair,

and the observed defect is not removed within 24 hours of its notification by the Client to the responsible contact person of the Contractor, the Croatian National Tourist Board will activate the guarantee for the orderly execution of the agreement, and the Contractor shall pay a penalty for the said omission in the amount of EUR 100,000.

Other inadmissible breaches of agreement:

- a malfunction of part or the entire LED wall, which cannot be rectified until the beginning of the fair or within a few hours from the start of the malfunction during the fair,
- a malfunction of the sound or lighting, which cannot be rectified until the beginning of the fair or within a few hours from the beginning of the malfunction during the fair,

- a malfunction on any technical or multimedia equipment specified in the technical documentation.

In the case of other breaches of the agreement from paragraph 3 of this Article, the Croatian National Tourist Board will activate the guarantee for the orderly execution of the agreement, and the Contractor shall pay a penalty for the said omission in the amount of EUR 100,000.

The Contractor is not liable for technical failures caused by force majeure (e.g. malfunction of technical devices caused by electric shock on the fair's main installations).

The Contractor undertakes to remove these technical defects within the time limits specified in Art. 8, paragraph 2, or, if needed, replace defective technical equipment within 2 hours.

PROCEDURE OF REPORTING A BREACH OF THE AGREEMENT

Article 13

If a stand manager or other authorised person of the CNTB notices a defect on the stand, they must report it to the professional and responsible person of the Contractor at the stand.

Should the defect not be removed within the time limits specified in Article 8, paragraph 2 of this agreement, the Stand Manager or another authorised person of the CNTB will inform the expert and responsible person of the Contractor in writing about the uncorrected defect, specify the date and time of the record on the defect of the stand, and request that the defect be removed as soon as possible.

The manager of the stand and the professional and responsible person of the Contractor shall indicate in the record the date and time when the defect was removed.

In the event that the defect is not removed until the handover of the stand, the Client shall penalise the Contractor in accordance with the defect and the time of removal of the defect, and in accordance with this agreement.

TERMINATION OF THE AGREEMENT

Article 14

If a deviation from the provisions under the agreement appears at the next fair performance, that is, a defect on which the Client already had objections at one of the earlier fair appearances, the Client may terminate the agreement. The Client shall send the statement of termination of the agreement in writing to the Contractor by registered mail. The agreement is considered terminated on the day of the receipt of the Client's written statement on the termination of the agreement. In that case, the Croatian National Tourist Board will activate a guarantee for the orderly execution of the agreement; and the contractor shall pay a penalty for the aforementioned omission in the amount of EUR 100,000.00.

In case of frequent breaches of obligations under this agreement, the Client may terminate the agreement. The Client shall send the statement of termination of the agreement in writing to the Contractor by registered mail. The agreement is considered terminated on the day of the receipt of the Client's written statement on the termination of the agreement.

If the agreement is terminated due to the Contractor's fault, the Client is not obliged to cover the expenses incurred for the preparation of fairs where the construction of the stand was not fully implemented due to the termination of the agreement.

GUARANTEE

Article 15

Within 3 (three) days following the conclusion of this Agreement, the Contractor is required to deliver to the Client a bank guarantee payable upon first call issued by a commercial bank based in the Republic of Croatia for the orderly performance of this Agreement in the amount of EUR 150,000.00 with a period of validity until the execution of all obligations assumed under the agreement plus 30 (thirty) days of grace period. The text of the guarantee must state the obligation of the bank to pay any amount, up to the amount of the guarantee, unconditionally, irrevocably and without the right of objection at the first call of the beneficiary of the guarantee (the Client). If the Client partially or fully activates the bank guarantee, the Contractor is required to change or deliver a new bank guarantee within 3 (three) days up to the full amount so that the amount of the guarantee is EUR 150,000.00 at all times, otherwise the agreement may be terminated.

The Client is required to return the bank guarantee to the Contractor following the fulfilment of all obligations under the agreement with the expiration of a 30-day grace period, if the Client had no objections to the orderly execution of the agreement.

The Client shall activate the given security instruments in the cases and in the manner described in Articles 10, 11, 12 and 14 of this Agreement.

PROCESSING OF PERSONAL DATA

Article 16

When executing this Agreement, the parties undertake to comply with all legal regulations governing the protection of personal data, in particular the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, applicable as of 25 May 2018. (hereinafter: GDPR or Regulation).

Processing of personal data in the context of this Agreement is considered to be any action or set of actions performed on personal data in accordance with the Regulation.

The parties undertake to process the personal data that they obtain during the performance of their obligations under the Agreement only in the manner and to the extent necessary for the realisation of their obligations based on this Agreement.

The parties undertake and warrant that they will collect accurate personal data (name, surname, ID card or passport number, place of issue, email address, telephone number, etc.) in a legal, fair and transparent manner.

The parties warrant the fulfilment of all terms specified by the applicable regulations on the protection of personal data for the processing of personal data, including: storage, copying or reproduction, provision for use by third parties, transfer and securing of protective measures.

The obligation to store personal data in accordance with this Agreement fully applies to all third parties such as employees, associates, advisors, business partners of the parties to the Agreement who will potentially participate in fulfilling the obligations assumed under this Agreement.

The parties undertake to make personal data available only to those third parties from the previous paragraph who are directly responsible and authorised to participate in the execution of this Agreement.

The parties undertake to inform their employees, associates, advisors, business partners of the provisions of this Agreement and obligate them to store personal data through employment contracts, confidentiality statements, internal regulations or in another suitable binding way.

CONTACT PERSON

Article 17

For all contacts with the Client, the Contractor undertakes to provide at least two in-house experts who, in addition to their expert knowledge of the subject matter under this agreement, are at the Client's disposal at all times.

The Contractor undertakes to inform the Client of the name of the contact person and their telephone numbers and email address within 10 days following the signing of this agreement.

PROHIBITION OF SUBCONTRACTING

Article 18

The contractor undertakes to personally perform all obligations under this agreement without the right to leave part of the work to subcontractors.

The contractor may hire a subcontractor to perform a part of the contracted works, only if this is necessary considering the nature of the work and in accordance with the rules of the profession. In the case of hiring a subcontractor, all contacts with the Client will continue to take be carried out only via the Contractor. The Contractor is solely responsible for any possible perceived defects regarding the stand.

DISPUTE SETTLEMENT

Article 19

The parties agree to try to settle all potential disputes arising from this Agreement amicably, and if this should not be possible, agree to the jurisdiction of the competent court in Zagreb.

Article 20

This Agreement shall be concluded for the period from November 2023 until the end of 2027, with the possibility of extension for an additional year in the event of circumstances that would have led to the extension of strategic operational documents or usage of the implemented Big Idea concept and/or visual identity.

Article 21

This Agreement has been made in 2 (two) copies and each party shall retain 1 (one) copy.

CLIENT

Kristjan Staničić, M.Sc.
Director

CONTRACTOR