

## **Reservation agreement**

concluded in accordance with §269 par. 2 of the Commercial Code between:

### **Parties**

**Name:** **Stredné Slovensko, oblasťná organizácia cestovného ruchu**  
registered seat at: **Nám. SNP 1, Banská Bystrica, 97401**  
represented by: **MUDr. Ján Nosko, Chairman of the Board**  
**Milan Paprčka, Vice Chairman**  
**IČO:** **42299268**  
**DIČ:** **2023528463**  
**bank:** **Československá obchodná banka, a.s.**  
**bank account No.:** **xxxxxxx**  
**IBAN:** **xxxxxxx**  
registered in the register of regional tourism organizations of the Ministry of Transport, Construction and Regional Development of the Slovak Republic, No. 10206/2012/SCR, dated 6 March 2012.

**(further referred to as “Party 1”)**

and

**Name:** **Sollers Print Kft.**  
registered seat at: **Komaromi u. 55, Tata, 2890, HU**  
represented by: **Belec Zsolt Ervin**  
**897110DE**  
**HU12790636**  
**12790636-2-11 (Hungarian VAT)**  
**bank:** **Raiffeisen Bank Zrt.**  
**bank account No:** **xxxxxxx**  
**IBAN:** **xxxxxxxxx**  
registered: **Komárom-Esztergom Megyei Bíróság Cégbírósága, Tatabánya. Registered at 3/12/2002 on number: 11-09-008566.**

**(further referred to as “Party 2”)**

### **Art. I.**

#### **Introductory Provisions**

- 1.** Party 1 is a legal entity established pursuant to Act No. 91/2010 Coll. on the Promotion of Tourism as amended. It is a professional destination management organization that focuses on the development of tourism in the region of Central Slovakia. In order to make its activity

more attractive and expand, it wants to provide visitors with guided sightseeing train journeys in Banská Bystrica and its surroundings.

2. Party 2 is the owner of the tourist train specified in Annex 1 (further referred to as the “train”).
3. Party 2 acknowledges that Party 1 proceeds in the procurement, goods, services, and any orders in accordance with Act No. 25/2006 Coll. on Public Procurement and on the amendment of certain laws as amended.

## **Art. II. Subject of the Agreement**

Subject of this agreement:

- a) contractual statement of Party 1 about its serious interest in acquiring the train as a part of its property while complying with legal obligations, for the purpose of its use in the development and support of tourism in the region of Central Slovakia
- b) the contractual obligation of Party 2 not to sell or otherwise transfer the train to a third party for the agreed time and under the conditions agreed in this agreement.

## **Art. III. Security of the Subject of the Agreement and Reservation Fee**

1. To secure the subject of the agreement, the contracting parties have agreed on the following conditions and obligations:
2. Party 2 is obliged to:
  - a) during the agreed reservation period in accordance with par. 1 Art. IV. of this agreement to reserve the train for Party 1 for the agreed reservation fee, so that at this time they will not offer it for sale to a third party or otherwise transfer it or encumber it
  - b) respond to the call for tenders published by Party 1 and submit an offer for the sale of the train to Party 1 within the specified period and conditions of the call
  - c) return the provided reservation fee in the amount of € 30,000 to the account of Party 1, namely:
    - within 7 days from the date of expiry of the deadline for submission of bids, in the event that Party 2 has not submitted an offer for the sale of the train within the statutory deadline
    - within 7 days from the date of receipt of the result of the public procurement in the event that Party 2 is not evaluated as the winning bidder and the contracting parties do not conclude a purchase agreement for the train
  - d) conclude a purchase agreement for the train with Party 1 in the event that Party 2 is evaluated as the winning bidder within 7 days from the date of receipt of the result of the public procurement

3. Party 1 is obliged to:
  - a) publish a public tender for the purchase of a train
  - b) within 7 days from the date of entry into force of this agreement, pay a reservation fee of € 30,000 to the account of Party 2
  - c) conclude a purchase contract for the train with Party 1 in the event that Party 2 is evaluated as the winning bidder in the public procurement, within 7 days from the date of the end of the public procurement

#### **Art. IV. Joint arrangements**

1. The Parties agreed that the reservation period, during which Party 2 undertakes under the terms of this agreement, to reserve a train for its possible sale to Party 1 begins on the day of payment of the reservation fee by Party 1 to the account of Party 2 and terminates on the day:
  - a) expiration of the deadline for submitting bids in the event that Party 2 does not submit a bid for the sale of the train within the specified deadline in accordance with the published call
  - b) the date of publication of the results of the public procurement in the event that the bid of Party 2 was not evaluated as winning
  - c) the date of entry into force and effect of the purchase agreement in the event that the bid of Party 2 was evaluated as winning
2. The contracting parties have agreed that, in the event that Party 2 is evaluated as the winning bidder and concludes a purchase agreement with Party 1, the paid reservation fee of € 30,000 will be returned to Party 1 within 7 days of signing the agreement.

#### **Art. V. Final Provisions**

1. The agreement is concluded for a fixed period, at the latest until the end of the public procurement announced by Party 1 for the purchase of the train.
2. The agreement is made in four copies, of which each contracting party receives two copies.
3. Amendments and additions to this agreement can only be made in written form, upon agreement of both contracting parties.
4. The agreement becomes valid on the day of its signing by the authorized representatives of both contracting parties and effective on the day following the date of publication of the agreement in accordance with § 47a of the Civil Code in the central register of contracts.
5. If this agreement does not address all the rights and obligations of the contracting parties, the contracting parties are governed by the relevant provisions of the Commercial Code and other binding legal regulations.

6. The contracting parties have read this agreement, understand its content and declare that the agreement was concluded freely, seriously, without coercion and sign it without reservation as a sign of approval.

In Banská Bystrica, on 2022

In Tata, on 2022

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Party 1

MUDr. Ján Nosko  
Chairman of the Board

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Party 2

Belec Zsolt Ervin  
Manager

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Party 1

Milan Paprčka  
Vice Chairman