**SIMPLE PROCUREMENT CONTRACT**

05.09.2025

01105/5-1396

This Contract is concluded between:

**National Tourism Organization of Montenegro** based in Podgorica, Slobode Street 2, Tax ID: 02242508, represented by Ana Tripković Marković PhD, director (hereinafter: Ordering party)

and

**Mascontour GmbH, Berlin, Germany,** Schwiebusser Str.9, Tax ID: 290625463, Bank No.: GLS Bank, Schumannstraße 10, 10117 Berlin/Germany, Account holder: mascontour GmbH, Bank account: 1151929700, IBAN: DE89430609671151929700, BIC: GENODEM1GLS, represented by Matthias Beyer, director, (hereinafter: Service Provider).

**BASIS OF THE CONTRACT:**

The Request for submission of offers No: 97129, date August 4th, 2025, for procurement of services: Implementation of a digital marketing campaign in the Austrian market.
Number and date of Notice on the outcome of simple procurement procedure No: 01/05/4-1396 dated September 1st, 2025.
The Offer of the Service Provider, offer code: 137423 dated August 9th, 2025.

**I SUBJECT OF THE CONTRACT**

Article 1

The subject of this Contract is procurement of services: Implementation of a digital marketing campaign in the Austrian market, according to the Request for submission of offers No: 97129, dated August 4th, 2025, the Offer of the Service Provider, offer code: 137423 dated August 9th, 2025 and the Notice on the outcome of simple procurement procedure No: 01/05/4-1396 dated September 1st, 2025.

Article 2

Service Provider shall provide services of Implementation of a digital marketing campaign in the Austrian market, from the Article 1 of this Contract, everything according to accepted offer of the Service Provider, offer code: 137423 dated August 9th, 2025, which forms integral part of this Contract.

**II PRICE AND PAYMENT METHOD**

Article 3

The price for services stated in Article 1 of this Contract is EUR 20.000,00 without VAT, where VAT is EUR 0,00, and the total amount with VAT included equals EUR 20.000,00

Payment shall be done upon campaign realization and the delivery of the report, no later than 8 days since the day of issuing invoice, that contains reference to the number of the Contract, on bank account of the Service Provider, bank: GLS Bank, Schumannstraße 10, 10117 Berlin/Germany, Account holder: mascontour GmbH, Bank account: 1151929700, IBAN: DE89430609671151929700,BIC: GENODEM1GLS.
The method of payment is bank transfer payment.

**III DEADLINE**

Article 4

The Contract is concluded until December 15th, 2025, starting from the day of signing Contract.
The Contract will be considered concluded, when the last of Contracting parties, sign the Contract.
The place of execution of the Contract is Austria.

**IV OBLIGATIONS OF CONTRACTING PARTIES**

Article 5

Service Provider is obliged to:

- Provide services for Ordering party from Article 1 of this Contract in accordance with the Request for submission of offers No: 97129, dated August 4th, 2025, accepted Offer of the Contractor, offer code: 137423 dated August 9th, 2025, which form integral part of this Contract
- act on Ordering party request to eliminate observed deficiencies and omissions
- eliminate observed deficiencies and omissions in providing services within the period of three (3) days upon receiving written warning from Ordering party;
- free of charge correct all mistakes, caused by Service Provider and pointed out by the Ordering party during the implementation of this Contract;

Ordering party is obliged to:

- pay to Service Provider for provided services, in a way stipulated with this Contract.

## V CONTRACT TERMINATION

Article 6

Contracting parties agreed that termination of the Contract can occur:

- Unilaterally – if the contracting parties do not execute contracted obligations, with notice period of 30 days
- Mutually

In case of unilateral Contract termination, notice period is 30 days since the day of receipt of written notification on Contract termination, where both contracting parties shall conduct their obligations until notice period expire. It shall be emphasized within written notification, what is a base for Contract termination.

In case that contracting parties terminate the Contract mutually, they shall determine mutual rights and obligations arising from the Contract.

## VI ANTI-CORRUPTION CLAUSE

Article 7

The Contract concluded in violation of the anti-corruption rule in the sense of Article 25 and 33 of the Rulebook on the method of conducting simple procurement ("Official Gazette of Montenegro", number 16/23, 20/23, 36/23, 114/23, 49/24 and 114/24) is null and void.

## VII OTHER PROVISIONS

Article 8

Person authorized for control of conducting and implementation monitoring of this Contract is Ordering party`s officer- Danica Banjević.

Article 9

All disputes arising from implementation of this Contract shall be resolved in the spirit of good business relations, by agreement between the Ordering party and the Service Provider.
All disputes arising in connection with this Contract shall be resolved by the competent court in Podgorica.
To all rights and obligations of contracting parties, not regulated by this Contract, provisions of the law governing contractual obligations shall be applied.

Article 10

This Contract is legally valid concluded and signed by the authorized legal representatives of the contracting parties mentioned below and is made in 4 (four) identical copies, of which two (2) copies are for Service Provider and two (2) copies are for the needs of the Ordering party.

**SERVICE PROVIDER**
**Mascontour GmbH**

**DIRECTOR**
**MATTHIAS BEYER**

**ORDERING PARTY**
**NATIONAL TOURISM ORGANIZATION**
**ORGANIZATION OF MONTENEGRO**

**DIRECTOR**
**ANA TRIPKOVIĆ MARKOVIĆ, PhD**