

# MARKETING CO-OPERATION AGREEMENT

**Ref. 1116/2019-VLRZ/R/ZR**

**RIS 2019/OVX/15/000001**

BAE Systems Hägglunds AB  
with registered office: Björnavägen 2, SE-89182 Örnsköldsvik,  
represented by: Ola Thorén  
phone: + [REDACTED]  
Company ID: 556305-6059  
Tax ID: SE556305605901  
banks link: [REDACTED]  
registered: entered into Commercial Register maintained by Bolagsverket

(hereinafter referred to as the "Customer")

Military spa and recreation facilities  
with registered office: Magnitogorská 12/1494, Prague 10, Postal Code 101 00  
represented by: Václav STUDENÝ  
phone: [REDACTED]  
Company ID: 00000582  
Tax ID: CZ00000582  
banks link: [REDACTED]  
registered: at the Trade Department of the Prague 10 District Office

(hereinafter referred to as the "Contractor" and Event Organizer)

they conclude in accordance with the provisions of Section 1746 (2) of Act. No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code"), this contract for the provision of advertising services:

## Article I

### Object of the contract

1. The subject of the contract is to promote the Customer through the activities of the Contractor.
2. The Customer under this contract as a "Partner of the Ball" orders and the Contractor undertakes for the Customer to secure an advertising presentation (promotion) on the XXIV. Representative Ball of the Army of the Czech Republic, which will take place on March 8, 2019 in the representative premises of Prague Castle under the conditions set out in this agreement.
3. As of the day of signature of this Agreement by the last Party ("Effective Date"), Partner shall become Official Partner of the Event as outlined in Exhibit 1 to this Agreement for the duration of 1 year from the Effective Date.

## Article II

### Scope and terms of the contract

1. The Parties agree, that the promotion will include the following:

- a) The placing of the advertisement provided by the customer or his logo in the range of ½ printing side by side in the publication " The XXIV. Representative Ball of the Army of the Czech Republic ";
- b) Placement of 1 customer's logo on at least two advertising panels with the logos of all partners in the Entrance Hall of Prague Castle at the time of the XXIV. Representative Ball of the Army of the Czech Republic;
- c) Placement of the customer's logo on the tables design at the XXIV. Representative Ball of the Army of the Czech Republic
- d) The placing of the spot, supplied by the customer, or his logo up to 30 seconds in a television circuit located in the premises of Prague Castle during the entire period of the XXIV. Representative Ball of the Army of the Czech Republic (at about twenty minutes intervals);
- e) Participation of the Customer's management at the Representative lunch, organized by the Chief of General staff of the Army of the Czech Republic, on February 21, 2019 in the lounge bar of the Prague Military Club, Prague 6, Vítězné náměstí (invitation to this meeting will be sent to the Client in writing by 14 February 2019 at the latest);
- f) Provision one invitation to the XXIV. Representative Ball of the Army of the Czech Republic for the management of the Customer (the invitation is valid for two persons), thereby the invitation is placed in the Spanish Hall of Prague Castle.

### Article III Performance time

1. The Agreement shall be concluded for a specified period and shall enter into force and become effective on the date of signature of the contract by both Contracting Parties and shall expire on March 2019.

### Article IV Rights and obligations of the parties

1. The Contractor undertakes:

- a) to provide the required services to the Customer in the scope provided for in Article II of this Agreement.
- b) Take care of the things needed to ensure promotion (advertising panels, table designations, etc.). Things to be provided by the Customer (the customer's logo in electronic form, documents in the XXIV. Representative Ball of the Army of the Czech Republic etc.) will be handed over or borrowed by the Contractor at the agreed date without the Customer's claim to be paid by the Contractor.
- c) To take the photographic documentation and film record of the XXIV. Representative Ball of the Army of the Czech Republic at its own cost. These outputs will be provided by the Contractor to the Customer free of charge until March 30, 2019.

2. The Customer undertakes:

- a) Supply to the Contractor in electronic form the customer's logo and materials for advertising in the publication " The XXIV. Representative Ball of ACR "no later than January 14, 2019.

(b) Supply at the Contractor's own expense a processed spot within 20 seconds at the latest February 4, 2019.

c) To pay the contractor the agreed promotion price.

#### Article V Price and payment terms

1. In order to ensure the promotion stated in this contract, the price is set at a total of CZK 100,000 (in words 100 thousand Czechoslovak) excluding VAT.

2. The Customer undertakes to pay to the Contractor an amount of CZK 100,000 (100 thousand Czech Crowns) on the basis of an advance invoice issued by the Contractor with the date of payment (credited to the account) by 8. February 2019 at the latest.

3. The Contractor undertakes, in accordance with Act No. 235/2004 Coll., On Value Added Tax, as amended, to issue tax documents and to send them to the Client.

#### Article VI Representations and obligations

1. The Parties have expressly agreed that the Contractor shall the contribution exclusively use for the settlement of the direct costs of the XXIV. Representative Ball of the Army of the Czech Republic. At the request of a partner, the Contractor will provide documentation to the Partner, how the costs was used. The Customer undertakes to observe confidentiality of information received from the Contractor's and not to disclose such information to any third parties unless such disclosure is required for audit or for intra-group management purposes or pursuant to the applicable law or binding decision of the competent public authority.

2. The Contractor shall promptly inform the Partner about any facts, which have or could have a material adverse effect on the performance under this Agreement. In particular, the Contractor shall inform the partner immediately about any and all material changes concerning any event.

3. The Contractor shall immediately inform the Partner of any investigation, audit or inspection conducted by any public authority which may relate to the subject matter of this Agreement (including, without limitation, any Event). The Contractor shall submit to the Customer any results of such investigation, audit or inspection. The Customer shall be allowed to participate in responding to any queries in such investigation, audit, or inspection relating to the Partner or its products or services.

4. The Contractor hereby undertakes to refrain from any activity that the Customer could reasonably perceive as harmful to the Partner, it's or its products' and/or services' goodwill or reputation. Before taking any legal steps as a result of such harmful activity, the Partner shall inform the Event Organizer about such activity and provide Event Organizer with adequate time period for remedy, provided that such remedy is reasonably possible under the circumstances at hand.

5. The Contractor hereby declares to the Customer that it has obtained all necessary permits and approvals for the realization of the promotion off the Ball to which the Client provides a contribution.

Article VII  
ANTI-CORRUPTION PROVISIONS

1. In their performance of obligations arising out of this Agreement, the Parties shall act in compliance with all applicable legal regulations, including, without limitation, anti-corruption rules valid in the Czech Republic, including Act No. 40/2009 Coll., Criminal Code ("Criminal Code"), Civil Code, Act No. 262/2006 Coll., Labor Code and Act No. 40/1995 Coll., on Regulation of Advertising, as amended, as well as with any applicable ethical and other industry codes of conduct, including but not limited to those laws enacted pursuant to international conventions such as the 1997 OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the 2003 United Nations Convention Against Corruption.

2. The marketing co-operation under this Agreement is provided solely for the purpose as specified in Article 1 of this Agreement. The provision of the marketing co-operation is not connected with the establishment of any other rights or obligations of the Parties, in particular, with any obligation to purchase, order or recommend the products and/or services of the Partner. The Event Organizer explicitly represents and warrants that the Contribution provided by the Partner hereunder will not be used for providing unearned benefits to persons authorized to recommend, purchase, order or otherwise procure for Partner's products and/or services in conflict with applicable provisions of the Act on Regulation of Advertising, provisions for protection against unfair competition and/or the Criminal Code.

3. Each Party undertakes not to tolerate or engage in, and shall ensure that its directors, officers, employees and other representatives abstain from, any form of corruption or bribery, including the offering, promising or giving or the soliciting, demanding or extorting of any undue payment or other advantage to obtain or retain business or other improper advantage.

Article VIII  
Disclosing of information

1. The Contractor agrees that the Customer is entitled to disclose the information relating to advertising cooperation under this Agreement to identity of Contractor as well as the general purpose for which the Contributions were provided. In particular, the Contractor acknowledges and agrees that the information on the cooperation under this Agreement may be disclosed by the Customer on its web pages. The Customer undertakes not to disclose information about the amount of the Contributions, unless required for audit or intra-group management purposes or pursuant to the applicable law or binding decision of competent public authority. The Contractor shall not have right to contribution (or its relevant part), unless the services provided under Article II of this Agreement are properly provided to the Customer.

2. The contribution shall be paid to the Contractor's bank account set forth in the respective invoice. All invoices shall conform to applicable tax and accounting requirements; the Customer shall have right to return the non-conforming invoice to the Contractor and the payment term of such invoice shall be stayed until the partner receives the conforming invoice.

Article IX  
Final Provisions

1. This Agreement shall be drawn up in duplicate, each of which shall have the original of the original and each of the Contracting Parties shall receive one copy.

