

AGREEMENT ON PROMOTION PERFORMANCE

entered into pursuant to Section 1746(2) of Act No. 89/2012 Coll., Civil Code (hereinafter only the "Agreement")

by and between the following Contracting Parties:

TIC BRNO, příspěvková organizace (*contributory organization*)

With registered office: Radnická 365/2, Brno 602 00

Company ID No.: 00101460; Taxpayer ID No.: CZ00101460

Entered in: Commercial Register maintained with the Regional Court in Brno, Section Pr, File 18

Bank details: Komerční Banka Brno-město, Acc. No.: xxxxxxxxxx

Represented by: Mgr. et Mgr. Jana Tichá Janulíková, Director

Representative authorized to act in respect of the subject of the Agreement: xxxxxxxxxxxxxx
(hereinafter only the "**Ordering Party**")

and

MA Music, Leisure & Travel Ltd.

With registered office: St. Jude's Church, Dulwich Road, Herne Hill, London SE24 0PB, Great Britain

Company registration No.: 02923699

Bank details: HSBC, 31 Holborn Circus, London EC1N 2HR, Acc. No. xxxxxxxxxxxxxx ,

Sort Code: xxxxxxxxx

Represented by: Esther Zuke, Commercial Manager – Gramophone, xxxxxxxxxxxxxx
(hereinafter only the "**Provider**")

I. Subject of the Agreement

1. The Provider is the publisher of Gramophone, the classical music magazine issued both in the printed and internet forms.
2. Based on this Agreement, the Provider undertakes to provide advertising space in Gramophone to the Ordering Party in the manner stipulated by this Agreement (hereinafter only the "Promotion Performance").
3. The Ordering Party undertakes to pay the Provider for the duly rendered Promotion Performance specified in Art. II hereof the price agreed herein in the manner agreed herein.

II. Rights and Obligations of the Contracting Parties

1. The Provider hereby undertakes to render Promotion Performance in the following scope:
 - a. Publish the article written by a Gramophone journalist in the graphical layout designed by a Gramophone art editor on the subject assigned by the Ordering Party (hereinafter only the "Sponsored Article") on the double page in the printed issue of Gramophone to be published on 6 November 2019;

- b. Place the Sponsored Article on the home page of Gramophone internet version ([xxxxxxxxxx](#)) in the time from 1 to 30 November 2019;
 - c. Place permanently the Sponsored Article on Gramophone internet pages ([xxxxxxxxxxxxxx](#)) in "Features";
 - d. Promote the Sponsored Article in social media of Gramophone magazine in the time from 1 to 30 November 2019;
 - e. Promote the animated videos about Leoš Janáček hosted on internet pages <https://www.xxxxxxxxxxxxxx> in social media of Gramophone magazine in the time from 1 to 30 November 2019.
2. The rights and obligations of the Contracting Parties are further determined by Mark Allen Group Booking Terms and Conditions which form an annex and an integral part hereof.

III. Price and Payment Terms

1. The Contracting Parties agree that the price for the rendering of the Promotion Performance pursuant to Art. II hereof shall amount to **£ 4,140 without VAT** (in words: four thousand one hundred and forty British pounds without VAT).
2. The agreed price shall include all the costs of the Provider related to the Promotion Performance. The Provider shall have no entitlement to any other remuneration or other similar financial consideration for the promotion above the scope of the price agreed.
3. The price for the Promotion provision shall be paid based on a tax document issued by the Provider (hereinafter only the "Invoice").
4. The Invoice shall contain any and all particulars stipulated by the generally binding legal regulations, namely in Section 28 of Act No. 235/2004 Coll., on Value Added Tax, as amended. The list of the respective items of the Promotion shall be enclosed to the Invoice.
5. The Invoice shall be due in 30 days from the day of its delivery to the Ordering Party.
6. The Ordering Party shall be entitled to return the invoice to the Provider if the Invoice fails to contain the agreed particulars or is issued too early or in an unjustified manner by registered letter, by fax or electronic mail. The Provider shall be obliged to correct the Invoice or issue a new one depending on the nature of incorrectness. The justified return of the Invoice shall interrupt the original payment deadline. The new payment deadline shall commence from the day of delivery of the corrected or newly issued Invoice.

IV. Confidential Information, Trade Secrets, Personal Data Protection, Register of Contracts

4.1. Confidential Information

1. The Contracting Parties hereby undertake to keep confidential all the confidential facts they have learned in connection herewith and protect confidentiality of the information of the other Contracting Party against its unauthorized use by third parties. This is without prejudice to the authorization of the Ordering Party to keep this Agreement in the public

records. The Provider shall be obliged to secure confidentiality on the side of the parties delegated to perform partial activities. In the case of breach of this obligation, the non-breaching Contracting Party may claim the payment of the contractual penalty of CZK 50,000.- from the breaching Party. This obligation shall survive the termination of effect of this Agreement.

2. The Provider represents that the facts specified herein are not deemed confidential by the Provider and grants consent to their use.

4.2. Trade Secrets

The Provider represents that the facts specified herein are not deemed trade secrets by the Provider and grants consent to their use and publishing without stipulating any other conditions.

4.3. Making Information Available pursuant to Act No. 106/1999 Coll.

3. In consideration of the public nature of the Ordering Party, the Provider explicitly represents to be aware of this fact and agrees to the processing of its data by the Ordering Party in the sense of Act No. 106/1999 Coll., on Free Access to Information (as amended by subsequent regulations) and to the publishing of the contractual terms specified herein in the scope and under conditions arising from the applicable legal regulations, namely Act No. 106/1999 Coll., on Free Access to Information (as amended by subsequent regulations). The Contracting Parties undertake not to make available the commercial and technical information entrusted to them by the other Party to third parties without consent in writing of the other Party and not to use such information for other purposes than purpose arising herefrom. The Contracting Parties may use the information for other purposes only with the prior consent in writing of the Contracting Parties.
4. The Provider further agrees that this Agreement, its part or partial information concerning this Agreement and its performance will or possibly may be published by the Ordering Party while observing the conditions stipulated by No. 101/2000 Coll., on the Protection of Personal Data and on Amendments to Certain Acts (as amended by subsequent regulations).

4.4. Register of Contracts

1. **This Agreement is subject to the obligation of registration pursuant to Act No. 340/2015 Coll., as amended**, while observing the conditions stipulated by Act No. 101/2000 Coll., on the Protection of Personal Data and on Amendments to Certain Acts (as amended by subsequent regulations).
2. The Provider shall send the Agreement to the Administrator of the Register of Contracts and shall inform the other Contracting Party of this fact by e-mail.

V. Final Provisions

1. The Provider acknowledges that based on Section 2, Letter e) of Act No. 320/2001 Coll., Act No. 320/2001 Coll., on Financial Control in Public Administration and the amendment of some acts (Act on Financial Control), as amended, the Provider is a person obliged to cooperate during the financial control.
2. The Provider further acknowledges that the Provider is obliged to keep all the documents concerning the performance hereof (in the manner pursuant to Act No. 563/1991 Coll., on Accountancy, as amended) in a single place for 10 years after the last payment related to the performance of the subject hereof (i.e. after billing of the entire price of the Promotion Performance). The period of time shall commence on 1 January of the following calendar year after the last payment concerning the performance of the subject hereof was made.
3. Unless this Agreement stipulates otherwise, the mutual relationships of the Contracting Parties shall be governed by the general provisions of Act No. 89/2012 Coll., Civil Code.
4. The Contracting Parties concordantly represent that they got acquainted with the content of this Agreement which is sufficiently clear and understandable and that they agree to this Agreement in its full scope. The Contracting Parties hereby enter into this Agreement based on their serious and free will and unmistakable intent in witness whereof they attach their signatures in their own hands.
5. This Agreement may only be amended by numbered amendments in writing signed by the authorized representatives of the two Contracting Parties.
6. This Agreement becomes valid as of the day of its signature by the authorized representatives of the two Contracting Parties and shall last until the full settlement of all the mutual obligations arising herefrom. This Agreement becomes effective as of the day of entry into the Register of Contracts.
7. This Agreement has been drawn up in two counterparts with each of the Parties receiving one counterpart.

In London, on 24. 9. 2019

in Brno, on 16. 9. 2019

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MA Music, Leisure & Travel Ltd.

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TIC BRNO, příspěvková organizace

Represented by

Represented by

Esther Zuke, Commercial Manager –
 Gramophone
 Provider

Mgr. et Mgr. Jana Tichá Janulíková,
 Organization Director
 Ordering Party

Annex: Mark Allen Group Booking terms and conditions

GRAMOPHONE



Mark Allen Group Booking terms and conditions

1. All copy for advertisements is subject to the approval of Mark Allen Business & Leisure Ltd, who reserve the right to decline or cancel any advertisement, even if ordered and paid for without stating any reasons therefore, and/or make modifications necessary to any advertisement in order to maintain the publication's standards. This includes placing the word 'ADVERTISEMENT', 'ADVERTORIAL' OR 'ADVERTISEMENT FEATURE' in advertising copy that simulates the editorial format.
2. Advertisements must be cancelled in writing and can only be cancelled by giving Mark Allen Business & Leisure Ltd six weeks' notice prior to publication of the advertisement or any advertisement which forms part of a series. All cancellations will incur a 20% cancellation fee (or, in relation to advertisements which form part of a series, a 20% cancellation fee on the rate card amount of all the remaining advertisements to run in the series). This fee becomes payable immediately on receipt of the cancellation instruction.
3. Refunds cannot be given on cancellations of advertisements which have already been published in any publication or on any website.
4. No responsibility will be accepted for loss or damage to copy, artwork or photographs supplied.
5. Advertisers must ensure that the content of the advertisement complies with all legal requirements. The advertiser shall further indemnify Mark Allen Business & Leisure Ltd in respect of any claims, costs and expenses that may arise from anything contained within the advertiser's advertisement and published on the advertiser's behalf.
6. No guarantee is given that advertisements will be placed in any specified position on any specified page, unless the appropriate surcharge has been contracted and written agreement has been entered into.
7. It is the advertiser's responsibility to supply suitable material to Mark Allen Business & Leisure Ltd within the deadlines stipulated by Mark Allen Business & Leisure Ltd at the time of the booking. If material is not forthcoming, Mark Allen Business & Leisure Ltd reserves the right to repeat old material, or to charge the client for the advertisement without it appearing. Advertising material must be supplied in such format, as stipulated by Mark Allen Business & Leisure Ltd. Mark Allen Business & Leisure Ltd accepts no responsibility for advertisements that are supplied without a colour proof.
8. Should an advertising agency be contracted to manage direct bookings, the value of the initial booking may not be diminished.
9. Payment terms are 30 days from date of invoice.
10. In the event of legal action being instituted for recovery of any amounts owing by the advertiser, the advertiser will be liable for all costs, including all legal costs.
11. The person confirming the advertisement on behalf of the advertiser warrants that they are duly authorised to act on behalf of the advertiser, and further bind themselves as surety and co-principal debtor for the due performance by the advertiser, and the due fulfilment and compliance of the terms and conditions of hereof.