

The undersigned parties, specifically

Bender GmbH, a company registered in the Commercial Register kept by the Regional Court in Mannheim under number HRB 230429, with its registered office at Dr.-Alfred-Weckesser-Str. 3, D-76669 Bad Schönborn, Germany, VAT No.: DE169422540, represented by Mr. Reinhard Bender, CEO

(hereinafter referred to as "Bender")

and

Spolek pro GP ČR Brno, an association inscribed in the association register kept by the Regional Court in Brno in section L, insert 20949, with its registered office at Radnická 366/4, Brno–město, 602 00 Brno, Identification Number: 04500750, represented by the Statutory City of Brno, which in the discharge of the function of a member of the executive committee of Spolek is represented by JUDr. Markéta Vaňková, Mayor, and the South Moravian Region, which in the discharge of the function of a member of the executive committee of Spolek is represented by JUDr. Bohumil Šimek, Governor

(hereinafter referred to as "Spolek")

(Bender and Spolek hereinafter are jointly referred to as "contracting parties")

have made this

AGREEMENT ON TERMINATION OF THE CONTRACT FOR DELIVERY, ASSEMBLY AND DISASSEMBLY OF MOBILE GRANDSTANDS FOR THE WORLD ROAD MOTORCYCLE CHAMPIONSHIP – GRAND PRIX ČR 2020

made on 11 December 2019 (hereinafter referred to as the "Agreement")

- 1.1. On 11 December 2019, the contracting parties made a contract for the supply, assembly and disassembly of mobile grandstands for the World Road Motorcycle Championship – Grand Prix ČR 2020 (hereinafter referred to as the "contract").
- 1.2. The subject of the contract is the supply, assembly and disassembly of 3 grandstands, specifically grandstand T1 with a capacity of 1222 spectators, T2 with a capacity of 2502 spectators and T4 with a capacity of 1290 spectators. Hence, a total of three grandstands with a total capacity of 5,014 spectators. The assembly had to take place no later than 30/07/2020, the grandstands had to be fully prepared and functional from 31/07/2020 and the subsequent disassembly had to take place no later than 19/08/2020.
- 1.3. The contracting parties have agreed, with regard to the fact that the World Road Motorcycle Championship – Grand Prix ČR 2020 will be held without spectators in 2020, to terminate the contract, in accordance with the provisions of Art. 1981 of Act No. 89/2012 Coll., Civil Code, as amended, on the date of entry into force of this Agreement.

- 1.4. Spolek undertakes to reimburse the company Bender, within 30 days from the date of entry into force of the Agreement, costs in an amount of CZK 99,950 excluding VAT corresponding to the costs efficiently incurred for booking material, transport and persons for the implementation of the contract. The contracting parties declare that as of the date of termination of the contract they have no other mutual obligations arising from the contract.
- 1.5. The contracting parties declare that they have full legal capacity, they are making this Agreement of their free will and serious intent, not under duress or under noticeably unfavourable conditions.
- 1.6. This Agreement is made in two (2) copies, of which each of the contracting parties will receive one copy.
- 1.7. This Agreement shall enter into force on the day of its signing by both parties and shall take effect on the day of its publication in the Register of Contracts pursuant to Act No. 340/2015 Coll., on Special Conditions of the Effectiveness of Certain Contracts, Publication of these Contracts and Registration of Contracts (Act on the Register of Contracts), as amended.
- 1.8. The contracting parties have agreed that the proposal for the publication of the Agreement in the register of contracts shall be filed by Spolek.
- 1.9. Bender acknowledges that Spolek is a mandatory entity pursuant to Act No. 106/1999 Coll., on Free Access to Information, as amended.

In Bad Schönborn, on 23/07/2020

Bender GmbH
Reinhard Bender
CEO

In Brno, on 04/08/2020

Spolek pro GP ČR Brno represented
by the South Moravian Region, which
in the discharge of the function of a member
of the executive committee of Spolek is
represented by JUDr. Bohumil Šimek, Governor

Spolek pro GP ČR Brno represented
by the Statutory City of Brno, which
in the discharge of the function of a member
of the executive committee of Spolek is
represented by JUDr. Markéta Vaňková, Mayor