

## CONTRACT FOR SUB-LEASE OF PREMISES FOR CATERING SERVICES

concluded by the following contracting parties pursuant to Act No. 89/2012 Sb., Civil Code, as amended.

Contract no. **O-32-2022**

For event in the Municipal House in Prague / Obecní dům v Praze: **conference 23.04.2022**

### Lessee:

**Obecní dům a.s.**

Registered office:

nám. Republiky 1090/5, 111 21 Prague 1

ID no: 272 51 918

Tax reg. no.: CZ27251918

Bank account no.: 220 080 516/0300

Represented by:

Mgr. Vlastimil Ježek, Chairman of the Board of Directors

Mgr. Jan Lacina, Vice-chairman of the Board of Directors

### Sub-lessee:

**Gesellschaft der Ritter des Sanct  
Georgs Orden**

Registered office:

Rennweg 10/8, 1030 Wien, Austria

ID no.: ZVR 272649786

Bank account no.:

AT365300000155111119

Represented by:

Dr. Stefan Schermaier. President

(hereinafter referred to as the “**Lessee**”)

(hereinafter referred to as the “**Sub-lessee**”)

The Lessee and the Sub-lessee are hereinafter referred to as the “**Contracting Parties**”

### I. Subject, Term and Purpose of the Sub-lease

The Contracting Parties have agreed to conclude this short-term sub-lease contract, which stipulates that the Lessee shall, for a short period of time, sublease to the Sub-lessee the premises specified in this contract and located in building no. 1090, situated on building lot no. 588, located on the Staré Město cadastral territory, Prague municipality, which is known as the Municipal House, “Obecní dům” in Czech, (hereinafter referred to as the “**Building**”), which the Sub-lessee shall use solely for the purposes of the social event below specified below.

The below-listed premises located in the Building are the Subject of the Sub-lease (hereinafter referred to as the “**Subject of the Sub-lease**”):

Premise specification:	Purpose of use:
Small preparation room for catering (1 <sup>st</sup> ceremonial floor)	Gastronomic purposes

The Subject of the Sub-lease is further specified in **Annex No. 4** to this contract, titled *Layout of the Subject of the Sub-lease*.

This contract is concluded for the purposes of the social event specified below:

<b>Type of the Event:</b>	conference
<b>Date of the Event</b>	23.04.2022
<b>Number of people at the Event:</b>	200

The Sub-lessee shall take over the Subject of the Sub-lease from the Lessee no later than on 23th April 2022 at 12:00 (hour) based on the *Handover Protocol*, a template of which is included in **Annex No. 3** to this contract. The Subject of Sub-lease shall be handed over to the Sub-lessee by the Lessee together with its furnishing and equipment, specified in **Annex No. 1 – Movable Property Inventory**.

The period of the sub-lease is stipulated **as follows**:

<b>Beginning of sublease</b>	<b>End of sublease:</b>
23.04.2022 at 12:00	23.04.2022 at 17:00

## II. Sublease and Payment Terms

The Sub-lessee undertakes to pay for the Subject of the Sub-lease including its movable equipment to the Lessee the contractually agreed sublease payment as specified below:

<b>Purpose of use:</b>	<b>Contractual price of sublease excluding VAT:</b>
Small preparation room for catering	xxx CZK
<b>Total price for the sub-lease, excluding the VAT:</b>	<b>xxx CZK</b>

The Lessee shall charge the statutory VAT rate on the date of taxable supply, which is the due date of the sublease payment. The Sub-lessee undertakes to pay to the Lessee the full price of the sub-lease no later than on 15.04.2022 to the Lessee's bank account specified in this contract.

<b>Due date</b>	<b>Sum (CZK)</b>	<b>Percentage of the security deposit</b>
15.04.2022	xxx	100,0

The Sub-lessee acknowledges and agrees that the Subject of the Sub-lease will be handed over to him/her by the Lessee only if the full price of the sub-lease has been paid to the Lessee's account number specified in this contract.

## III. Obligations of the Sub-lessee

The Sub-lessee undertakes to abide by his/her obligations arising from the Subject of the Sub-lease and to the Municipal House as specified in **Annex No. 2** – *General Obligations of Sub-lessees* throughout the entire period of the sub-lease.

## IV. Withdrawal from the Contract

The Sub-lessee is obliged to confirm his/her withdrawal in writing, by sending a registered letter, within 14 days from the day the withdrawal notice was sent. The effects of the withdrawal shall commence on the day of the delivery of the withdrawal notice to the Lessee. If the Sub-lessee fails to confirm the withdrawal notice by sending a registered letter, it shall be deemed that the Sub-lessee has not withdrawn from the Contract, even partially.

In the event of a withdrawal by the Sub-lessee from the Contract as a whole, the parties have agreed on compensation. The compensation shall be determined based on the agreed payment as follows:

- 100%, if the Sub-lessee's written notice is delivered in 15 calendar days or less prior to the first day of the sub-lease under this Contract.
- 50%, if the Sub-lessee's written notice is delivered within 16-30 calendar days prior to the first day of the sub-lease under this Contract.
- 10%, if the Sub-lessee's written notice is delivered within 31-90 calendar days prior to the first day of the sub-lease under this Contract.

## V. Final Provisions

This contract shall come into force on the day of its signing by the Lessee and the Sub-lessee. The contract comes into effect on the day of its publication in accordance with the relevant provisions specified in Act no. 340/2015 Sb. as amended. The Lessee shall ensure the publication of this contract without delay after the signing of this contract.

The contracting parties declare that provisions stipulated in Section II thereof, concerning the price of the sublease, are considered a trade secret, which may be disclosed to third parties by either Contracting Party only with the prior written consent of the other Contracting Party. The Contracting Parties acknowledge and agree that the data (hereinafter referred to as "**metadata**"), which constitute the subject of the trade secret, as specified above, shall be excluded from publication in the Contract Register, pursuant to Act No. 340/2015 Sb. as amended. This however does not concern the publication of these metadata in the Contract Register if they are published by the Lessee as a correction pursuant to Section 5 (7) of Act No. 340/2015 Sb. as amended within 30 days from the day when the Lessee received a decision issued by a supervisory body or court which compels the Lessee to publish the unpublished section hereof or the affected metadata in accordance with the regulations concerning unrestricted access to information.

The Contracting Parties have agreed that any disputes arising from this contract that the parties fail to settle amicably shall be upon a mutual agreement referred to the court in the Czech Republic which has local and subject-matter jurisdiction pertinent to the Lessee's registered address.

This Contract has been made in three (3) counterparts, each considered to have the validity of the original. The Sub-lessee shall receive one (1) counterpart of this Contract, the Lessee shall receive two (2) counterparts hereof. Should there be any discrepancies between these this translation and the Czech original version, the Czech version shall prevail. Any changes to this Contract must be made in writing, shall become an amendment and must be signed by both Contracting Parties.

By signing this contract, the Contracting Parties declare that the Contract was signed under mutually agreed conditions, in earnest and as a free act and deed, and not under significantly disadvantageous conditions for either of the parties. In witness whereof the Contractual Parties have attached their signatures to this Contract.

**Annexes:**

- No. 1 Movable Property Inventory
- No. 2 General Obligations of Sub-lessees
- No. 3 Handover Protocol
- No. 4 Layout of the Subject of the Sub-lease

Signed in Prague on 31.3.2022

Lessee:

Sub-lessee:

.....  
Mgr. Vlastimil Ježek  
Chairman of the Board of Directors  
Obecní dům a.s.

.....  
Dr. Stefan Schermaier  
President  
Gesellschaft der Ritter  
des Sanct Georgs Orden

.....  
Mgr. Jan Lacina  
Vice-chairman of the Board of Directors  
Obecní dům a.s.

**Annex No. 1**  
**Moveable Property Inventory**

**Small Preparation Room:**

▪ Stainless-steel table	5 pcs
▪ Stainless-steel refrigerator	2 pcs
▪ Shelves 200x30 cm	2 pcs
▪ Stainless-steel single sink with tap	1 pcs
▪ Stainless-steel double sink with tap	1 pcs
▪ Porcelain wash basin with tap	1 pcs
▪ Induction hob Berner	1 pcs
▪ Stainless-steel rack	4 pcs
▪ Cooling table COOL HEAD	2 pcs
▪ Convection oven Rational SCC 101 + stand	1 pcs
▪ Dishwasher Elektrolux	1 pcs

## Annex No. 2

### General Obligations of Sub-Lessees

#### I.

#### Representatives of the Contracting Parties

1. Pertaining short-term Sub-leases of the non-residential premises situated within Obecní dům (hereinafter referred to as the "Subject of the Sub-lease"), the Lessee shall be represented by a designated employee (hereinafter referred to as the "**OD Representative**"), who for the period of the sub-lease (duration of the event) shall be available to the Sub-Lessee in the manner agreed in advance (telephone, paging, etc.).
2. The Sub-lessee shall be represented by his designated Representative (hereinafter referred to as the "**SL Representative**", who shall prove his/her authorization to the OD Representative, issued by a person entitled to bind the Sub-Lessee.
3. The OD Representative shall be approached by the SL Representative in all matters pertaining the Subject of the Sub-lease and equipment, taken over by the Sub-Lessee as part of the Subject of the Sub-lease.
4. The OD Representative shall also be the person entitled to perform inspections of the Subject of the Sub-lease and entitled to issue instructions to the SL Representative relevant to the Sub-Lease Contract (and this Annex in particular) and other instructions necessary to avert any potential damage to health, property and the environment, or to minimize any damage that has already been caused.

#### II.

#### Handover Protocol

1. The handover and takeover of the Subject of the Sub-lease and the course of the sub-lease period (Event) shall be recorded in the handover protocol (hereinafter referred to as the "Handover Protocol"). The Handover Protocol shall specify any and all necessary facts as well as all facts required by the Contracting Parties, in particular the exact time of the takeover of the Subject of the Sub-lease by the Sub-Lessee and the handover of the Subject of the Sub-lease back to the Lessee, its condition, equipment, and the arrangement and layout of the Subject of the Sub-lease pursuant to Annex no. 2 to this Contract. The Handover Protocol shall also include any and all damage to the movables, decorations, structural elements, fittings and other equipment of the catering premises. In such a case, the time of the ascertainment of damage, the damage description and cause as well as the Sub-lessee's statement regarding the extent and cause of the damage shall be recorded in the Handover Protocol.
2. The names of the persons writing up the Handover Protocol and making any records therein shall be listed in the head thereof. The Handover Protocol shall be signed by the OD Representative on behalf of the Lessee and by the SL Representative on behalf of the Sub-Lessee. In case of a difference of opinion between these persons on any matter, both opinions shall be recorded in the Handover Protocol, however for an urgent resolution of any situation, the stance of the OD Representative shall prevail and the SL Representative undertakes to respect the OD Representative's instructions.

#### III.

#### Access to the Subject of Sub-lease

1. Before the event commencement, the SL Representative undertakes to take over the Subject of the Sub-lease from the OD Representative and to confirm this and that the Subject of the Sub-lease has been prepared for the event in writing in the Handover Protocol. After the event, the SL Representative undertakes to hand over the Subject of the Sub-lease back to the OD Representative, which shall be recorded in the Handover Protocol. To specify the exact time of the sub-lease period, the time of the takeover and handover recorded in the Handover Protocol shall represent the time period of the sub-lease and shall be binding for both parties.
2. The Sub-Lessee undertakes to enable the Lessee, the OD Representative or any persons authorized by the OD Representative to enter the subject of sub-lease upon request if necessary. The Lessee shall also be entitled to access the Subject of the Sub-lease without prior consent by

the Sub-Lessee, in the event of emergency or if necessary to prevent any potential damage to health, property and the environment or to minimize any damage that has already been caused. The same shall apply if the Lessee's security personnel issue a fire or safety alert for the Building.

#### IV.

##### **Inspection of the Subject of the Sub-lease, Activities Performed by the Sub-Lessee and the Obligation to Report**

1. The Sub-Lessee undertakes to enable the OD Representative, including any persons accompanying him/her, to enter the Subject of Sub-lease, and to inspect whether the Sub-Lessee fulfils the obligations specified in the Contract and in this Annex, however, without disturbing or limiting Sub-Lessee's activity within the Subject of the Sub-lease.
2. The Sub-Lessee undertakes to remove any deficiencies ascertained by the OD Representative during the inspection of the Subject of the Sub-lease, within the time period determined by the OD Representative. Should the Sub-Lessee fail to fulfil this obligation, the OD Representative shall be entitled to instruct the Sub-Lessee to completely vacate the Subject of the Sub-lease immediately.
3. The Sub-lessee undertakes to protect the Subject of the Sub-lease, including its decorations, movable and other property of the Lessee from theft, damage, destruction, loss or misuse, and to immediately inform the OD Representative about any ascertained deficiencies or damage. All cases of theft, destruction, loss or misuse of the Subject of the Sub-lease shall be recorded in the Handover Protocol by the SL Representative, including all circumstances known to the SL Representative.
4. The Sub-lessee's own equipment and food and drinks must always be transported using carts or trolleys. Manipulation of the equipment directly on the flooring is strictly forbidden.
5. The Sub-lessee must abide by the instructions of the OD Representatives when using the elevators. The elevators located by the personnel entrances are to be used solely for the transportation of persons and small equipment transported on a trolley or cart. The use of pallet trucks is strictly prohibited in these elevators. The use of pallet trucks is only allowed in the freight elevator near the Smetana Hall, which may be used to transport movables. In case of damage, breakdown or other harm to the elevators resulting from incorrect or negligent use, the Sub-lessee must cover the repair costs.
6. The Sub-lessee shall arrange for the cleaning of the Preparation Premises and an immediate disposal of the waste (all packaging and biological waste) produced in relation to the Catering Services during the Event, and shall abide by all instructions by the OD Representative. The Lessee will ensure the regular cleaning of the premises of the Sub-lease after the Event.
7. The Sub-lessee shall be responsible for any and all damage to the OD premises inflicted in relation to the Event. The Sub-lessee must immediately inform the OD Representative about any damage, which shall be described in detail in a report of damage, and render full assistance when collecting the materials necessary for the claims handling procedures. The OD Representative shall compile a written report of damage, which shall be signed by the representatives of both Contracting Parties.
8. The Sub-lessee declares that he/she has concluded third-party damage insurance.

#### V.

##### **Health and Safety at Work at Obecní dům**

1. The Health and Safety at Work principles adhered to (hereinafter referred to as "HSW") at Obecní dům (hereinafter referred to as "OD") aim to prevent or limit the risk to employees' life and health.
2. The Lessee and the Sub-lessee undertake to inform each other through their representatives about any risk and to co-operate to ensure adherence to the SHW principles as well as other principles to secure safe and harmless environment for employees who fulfill their work duties on the OD premises during the Sub-lease period (Event).
3. During the Event, the Sub-lessee undertakes to follow the Lessee's instructions (i.e., those provided by the safety technician, hall engineer, business department staff, the electrical maintenance staff qualified to operate electrical appliances and equipment). The Sub-lessee's employees, including other persons charged with work duties on the premises of the Sub-lease and in other OD premises during the Sub-lease period (Event), are not allowed to interfere with the operation of the flybars, to operate elevating stages and freight elevators independently of the Lessee's employees, to change the settings of the electrical switchboards and control panels, and to use provisional connections of electrical appliances and equipment and to install extension cords without the assistance of the OD

electrical maintenance staff. In the area of fire safety, they are obliged to abide by any decisions made by the OD fire safety officer.

## **VI. General Provisions**

1. Smoking is prohibited within the Subject of the Sub-lease. The Sub-Lessee undertakes to inform about this fact all visitors and other persons present in the Subject of the Sub-lease with the Sub-lessee's consent or to his knowledge.
2. Within the Subject of the Sub-lease, the Sub-Lessee is not allowed to:
  - perform any alterations that might be detrimental to its architectural or operational appearance or damage its fittings or equipment. This shall above all apply to attaching banners, using glue on glass, tiles, panels, and other facing surfaces.
  - move the furniture and equipment taken over from the Lessee.
  - install Sub-lessee's devices without an explicit consent by the Lessee and independently of the Lessee's employee in charge.
3. The Sub-lessee is entitled to only carry out those activities within the Subject of the Sub-lease that are in direct relation to the purpose of the Sub-lease. The Sub-lessee is not entitled to carry out any activities that would hinder or prevent the use of other OD premises, or that might cause damage to the Lessee or any third-party.
4. The Sub-lessee undertakes to keep the Subject of the Sub-lease and the equipment in use clean and tidy.
5. The Lessee shall only dispose of common waste as governed by the principles of safety and hygiene. The Subject of the Sub-lease must not be used in a manner that might result in the production of any other kind of waste.
6. After the Sub-lease period has ended, the Sub-Lessee undertakes to hand over the Subject of the Sub-lease to the OD Representative in the same condition in which the Sub-Lessee has taken it over, with the exception of common wear and tear. At the same time, the Sub-Lessee undertakes to remove any and all of Sub-Lessee's equipment, decorations, wrapping, packaging and other empty containers from the Subject of the Sub-lease in order to allow for cleaning the premises after the event.



### Annex No. 3 Handover Protocol

related to the handover and takeover of the catering premises, Small Preparation Room, and the movable property owned by Obecní dům, a.s., to the temporary use on the ..... (date), from ..... to..... (hours) by the ..... company (Sub-lessee).

The Sub-lessee undertakes to use the catering premises and the movable property therein with due care in order to prevent damage, destruction, loss or any other harm to the property. The Sub-lessee further undertakes to hand over the catering premises and the movable property therein in the same condition as it was received upon his takeover of the premises and movable property from Obecní dům, a.s.

**Small Preparation Room** (rooms no. 5081, 5082, 5087, 5088, 5089, 5090, 5091, 5092):

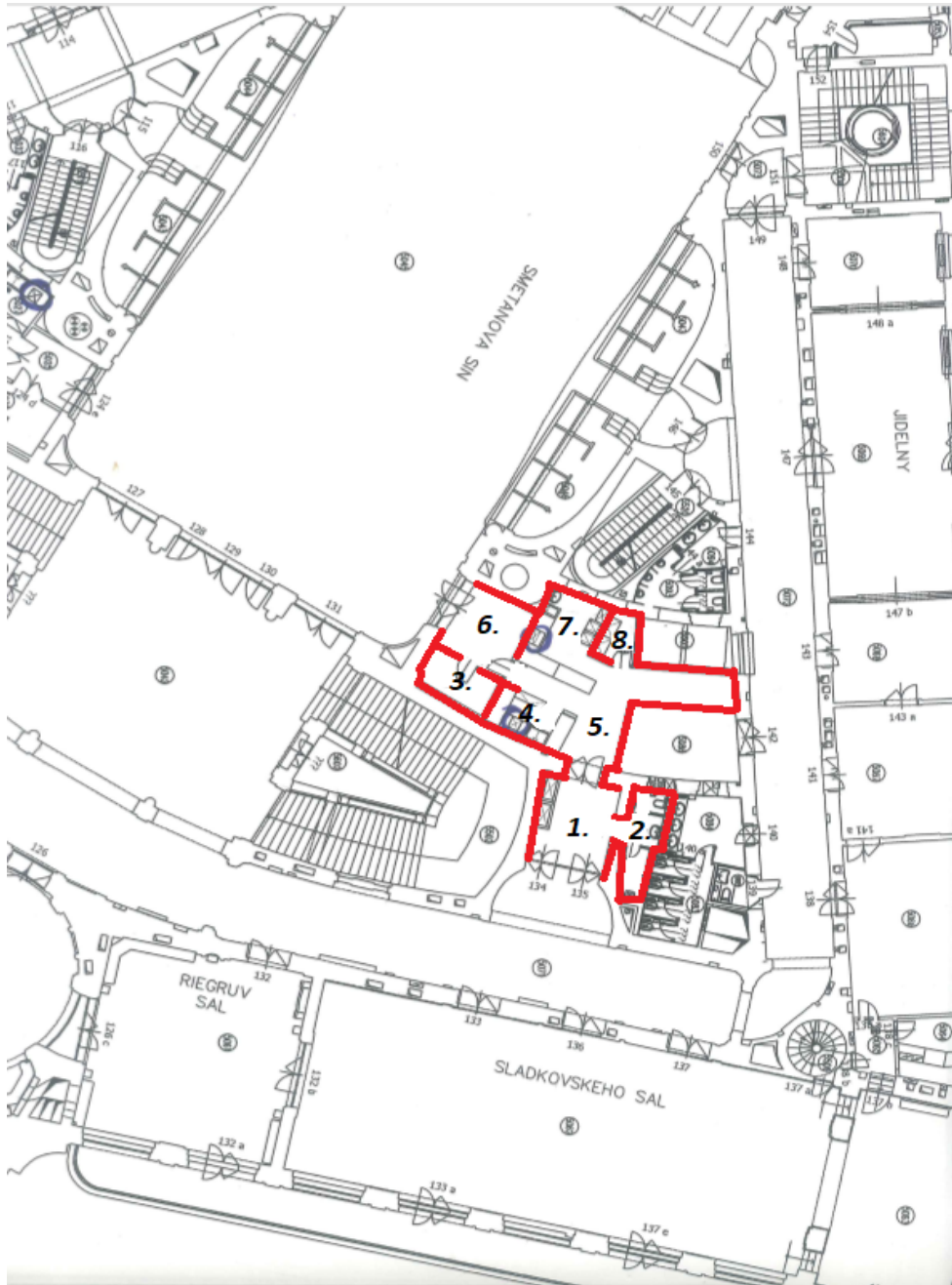
▪ Stainless-steel table	5 pcs
▪ Stainless-steel refrigerator	2 pcs
▪ Shelves 200x30 cm	2 pcs
▪ Stainless-steel single sink with tap	1 pcs
▪ Stainless-steel double sink with tap	1 pcs
▪ Porcelain wash basin with tap	1 pcs
▪ Induction hob Berner	1 pcs
▪ Stainless-steel rack	4 pcs
▪ Cooling table COOL HEAD	2 pcs
▪ Convection oven Rational SCC 101 + stand	1 pcs
▪ Dishwasher Elektrolux	1 pcs

In Prague on .....

.....  
Obecní dům a.s. representative

.....  
Sub-lessee's representative

**Annex No. 4**  
**Layout of the Subject of the Sub-lease**



**Malá přípravná**

- 1. Místnost číslo 5081 - přípravná nápojů**
- 2. Místnost číslo 5082 - WC**
- 3. Místnost číslo 5091 - sklad nápojů**
- 4. Místnost číslo 5089 - umývárna nádobí**
- 5. Místnost číslo 5087 - manipulační prostor**
- 6. Místnost číslo 5092 - chodba**
- 7. Místnost číslo 5090 - přípravná**
- 8. Místnost číslo 5088 - denní sklad**